JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-0336

Senator Glen Womack
Chairman

Representative Jack McFarland
Vice Chairman

NOTICE OF MEETING

Thursday
December 11, 2025
10:00 A.M.
House Committee Room 5

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-year Baseline Budget

2. BA-7 Agenda

3. Facility Planning and Control

4. Interpretation of legislative intent for appropriations contained in Acts 4 and 776 of the 2024 Regular Session of the Legislature and Acts 1 and 461 of the 2025 Regular Session of the Legislature, in accordance with the provisions of R.S. 24:653(E)

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

6. Review and approval of the extension of the contracts between the Louisiana Department of Environmental Quality and the following entities, in accordance with the provisions of R.S. 39:1615(J):

   A. Leaaf Environmental, LLC
   B. Terracon Consultants, Inc.
   C. PPM Consultants, Inc.

7. Review and approval of amendments to emergency contracts between the Office of Group Benefits and the following entities, in accordance with the provisions of R.S. 42:802(D):

   A. CaremarkPCS Health, L.L.C., for the provision of Pharmacy Benefit Manager Services
   B. HMO Louisiana, Inc., for the provision of a Medicare Advantage plan
   C. Humana Health Benefit Plan of Louisiana, Inc., for the provision of a Medicare Advantage plan
   D. New Orleans Regional Physician Hospital Organization, LLC, d/b/a Peoples Health, for the provision of a Medicare Advantage plan

8. Review and approval of an amendment to Tax Increment Financing utilizing 45% of the 4.45% state sales tax within the New Orleans BioDistrict within the city of New Orleans, in accordance with the provisions of R.S. 33:9038.34

9. Review of an amendment to the contracts between the Coastal Protection and Restoration Authority (CPRA) and the following entities, in accordance with the provisions of R.S. 39:1615(J):

   A. Coastal Estuary Services, LLC
   B. Access Sciences Corporation

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

V. ADJOURNMENT

Persons who do not feel comfortable giving testimony in person may submit a prepared statement in accordance with Senate Rule 13.79, in lieu of appearing before the committee. Statements may be emailed to dugasl@legis.la.gov and must be received by the committee secretary at least four hours prior to the meeting to be included in the record for this committee meeting.

Audio/visual presentations, such as PowerPoint, must be received by the committee secretary at dugasl@legis.la.gov at least twenty-four hours PRIOR to the scheduled start of the committee meeting for review and prior approval. Thumb drives will NOT be accepted.

THIS NOTICE CONTAINS A TENTATIVE AGENDA AND MAY BE REVISED PRIOR TO THE MEETING. REVISED NOTICES CAN BE CHECKED ON THE LEGISLATIVE WEBSITE, (https://legis.la.gov), THE WALL OUTSIDE THE COMMITTEE ROOM IN WHICH THE MEETING IS TO BE HELD, AND THE BULLETIN BOARDS OUTSIDE THE HOUSE AND SENATE CHAMBERS (MEMORIAL HALLS), BY CALLING THE PULS LINE 342-2456, AND AT THE BILL ROOM IN THE BASEMENT NEXT TO COMMITTEE ROOM A.

Glen Womack, Chairman

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

December 2025

	NOVEMBER 2025	DECEMBER 2025	DECEMBER 2025 Over/(Under) NOVEMBER 2025
GENERAL FUND REVENUE			
Revenue Estimating Conference - May 21, 2025	$12,290.300	$12,290.300	$0.000
FY 24-25 Revenue Carried Forward into FY 25-26	$453.548	$453.548	$0.000
Total Available General Fund Revenue	**$12,743.848**	**$12,743.848**	**$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
Local Revenue Fund (Act 384 of 2025 RS)	$42.800	$42.800	$0.000
Tourism Promotion District (Act 384 of 2025 RS)	$32.600	$32.600	$0.000
Total Other Requirements	**$76.930**	**$76.930**	$0.000
Total Appropriations and Requirements	**$12,743.758**	**$12,743.758**	**$0.000**
General Fund Revenue Less Appropriations and Requirements	**$0.090**	**$0.090**	**$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**

III. Current Year Items Requiring Action

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
Appropriated for FY 2025 - 2026

	Prior Fiscal Year 2024-2025	Official Current Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027	Projected Fiscal Year 2027-2028	Projected Fiscal Year 2028-2029
REVENUES:					
Taxes, Licenses & Fees	$16,217,300,000	$15,841,500,000	$15,682,100,000	$15,997,100,000	$16,399,100,000
Less Dedications	($3,978,200,000)	($3,551,200,000)	($3,279,700,000)	($3,725,500,000)	($3,825,000,000)
TOTAL REC REVENUES	**$12,239,100,000**	**$12,290,300,000**	**$12,402,400,000**	**$12,271,500,000**	**$12,574,000,000**
ANNUAL REC GROWTH RATE		**0.42%**	**0.91%**	**-1.06%**	**2.47%**
Other Revenues:					
Carry Forward Balances	$426,327,167	$453,547,880	$0	$0	$0
Total Other Revenue	**$426,327,167**	**$453,547,880**	**$0**	**$0**	**$0**
TOTAL REVENUES	**$12,665,427,167**	**$12,743,847,880**	**$12,402,400,000**	**$12,271,500,000**	**$12,574,000,000**
EXPENDITURES:					
General Appropriation Bill (Act 1 of 2025 RS)	$11,244,558,534	$11,390,014,685	$11,633,590,598	$11,979,148,201	$12,188,094,739
Ancillary Appropriation Bill (Act 459 of 2025 RS)	$0	$0	$5,839,179	$11,882,728	$18,137,802
Non-Appropriated Requirements	$538,607,434	$540,895,863	$531,551,307	$527,687,783	$554,604,340
Judicial Appropriation Bill (Act 390 of 2025 RS)	$187,315,555	$187,855,555	$187,855,555	$187,855,555	$187,855,555
Legislative Appropriation Bill (Act 460 of 2025 RS)	$93,021,312	$94,514,289	$94,514,289	$94,514,289	$94,514,289
Special Acts	$0	$0	$4,400,000	$4,400,000	$4,400,000
Capital Outlay Bill (Act 2 of 2025 RS)	$0	$0	$0	$0	$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	**$12,063,502,835**	**$12,213,280,392**	**$12,457,750,928**	**$12,805,488,556**	**$13,047,606,725**
ANNUAL ADJUSTED GROWTH RATE		**1.24%**	**2.00%**	**2.79%**	**1.89%**
Other Expenditures:					
Carryforward BA-7s Expenditures	$426,327,167	$453,547,880	$0	$0	$0
Funds Bill (Act 723 of 2024 RS) (Act 365 of 2025 RS)	$48,989,722	$1,530,000	$0	$0	$0
Supplemental Bill (Act 461 of 2025 RS)	$95,036,217	$0	$0	$0	$0
Local Revenue Fund (Act 384 of 2025 RS)	$18,300,000	$42,800,000	$42,800,000	$42,800,000	$42,800,000
Louisiana Tourism Promotion District (Act 384 of 2025 RS)	$13,200,000	$32,600,000	$32,600,000	$32,600,000	$32,600,000
Total Other Expenditures	**$601,853,106**	**$530,477,880**	**$75,400,000**	**$75,400,000**	**$75,400,000**
TOTAL EXPENDITURES	**$12,665,355,941**	**$12,743,758,272**	**$12,533,150,928**	**$12,880,888,556**	**$13,123,006,725**
PROJECTED BALANCE	**$71,226**	**$89,608**	**($130,750,928)**	**($609,388,556)**	**($549,006,725)**
Oil Prices included in the REC forecast	$70.69	$65.09	$63.94	$64.26	$65.94

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
BA-7 AGENDA
December, 2025 - REVISED

Revised
R7 Added OREQ

A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

1	EXEC	Executive Department (01-111) Governor's Office of Homeland Security and Emergency Preparedness
2	CRT	Department of Culture, Recreation and Tourism (06-261) Office of the Secretary
3	CRT	Department of Culture, Recreation and Tourism (06-267) Office of Tourism
4	WFIS	Department of Wildlife and Fisheries (16-513) Office of Wildlife
5	WFIS	Department of Wildlife and Fisheries (16-514) Office of Fisheries
6	OREQ	Other Requirements (20-931) Louisiana Economic Development - Debt Service and State Commitments
7	OREQ	Other Requirements (20-931) Louisiana Economic Development - Debt Service and State Commitments

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: EXECUTIVE	**FOR OPB USE ONLY**
AGENCY: GOHSEP	OPB LOG NUMBER: 131 / AGENDA NUMBER: 1
SCHEDULE NUMBER: 01-111	
SUBMISSION DATE: 11/21/2025	**Approval and Authority:**
AGENCY BA-7 NUMBER: 15-111-03	
HEAD OF BUDGET UNIT: BG Jason Mahfouz	
TITLE: Director	
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):*	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$94,876,045		**$94,876,045**
INTERAGENCY TRANSFERS	$578,135		**$578,135**
FEES & SELF-GENERATED	$1,303,826	$1,796,244	**$3,100,070**
Regular Fees & Self-generated	$1,303,826	$1,796,244	**$3,100,070**
Subtotal of Fund Accounts from Page 2			
STATUTORY DEDICATIONS	$419,761,674		**$419,761,674**
Disability-Focused Disaster Preparedness and Response Fund (V61)	$500,000		**$500,000**
State Emergency Response Fund (V29)	$1,180,412		**$1,180,412**
Subtotal of Dedications from Page 2	$418,081,262		**$418,081,262**
FEDERAL	$2,460,899,772		**$2,460,899,772**
TOTAL	**$2,977,419,452**	**$1,796,244**	**$2,979,215,696**
AUTHORIZED POSITIONS	120		**120**
AUTHORIZED OTHER CHARGES	210		**210**
NON-TO FTE POSITIONS			
TOTAL POSITIONS	**330**		**330**

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
100 - Administrative	$2,977,419,452	330	$1,796,244		**$2,979,215,696**	**330**
Subtotal of programs from Page 2:						
TOTAL	**$2,977,419,452**	**330**	**$1,796,244**		**$2,979,215,696**	**330**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: EXECUTIVE	FOR OPB USE ONLY	
AGENCY: GOHSEP	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 01-111		
SUBMISSION DATE: 11/19/2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 15-111-03		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]			
[Select Fund Account]			
SUBTOTAL (to Page 1)			
STATUTORY DEDICATIONS			
Modernization and Security Fund (V65)	$3,536,760		$3,536,760
Water Sector Fund (V44)	$414,544,502		$414,544,502
[Select Statutory Dedication]			
[Select Statutory Dedication]			
[Select Statutory Dedication]			
[Select Statutory Dedication]			
SUBTOTAL (to Page 1)	$418,081,262		$418,081,262

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
SUBTOTAL (to Page 1)						

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The source of funding is Self-Generated related to reimbursement to Louisiana for services provided to Florida for EMAC Mission #3156-RSA-13979. There are no expenditure restrictions of the funds.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT					
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED	$1,796,244	($1,796,244)			
STATUTORY DEDICATIONS					
FEDERAL					
TOTAL	**$1,796,244**	**($1,796,244)**			

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel are needed.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
LMD provided General Purpose Battalion/Engineering Task Force services to Florida in response to an Emergency Management Assistance Compact (EMAC) request totaling $1,796,243.50. GOHSEP has received reimbursement from Florida and now needs to reimburse LMD. However, the current budget authority does not allow the transaction to process in LaGov.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
No.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

The purpose of the Emergency Management Assistance Compact (EMAC) is to provide a legal and operational framework for states to share resources, personnel, and equipment during declared states of emergency.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026
	There are no performance indicators assigned to EMAC.			

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?)*

By allowing states to request and receive assistance from each other, EMAC enables a more coordinated and efficient interstate response to disasters, resolving issues of liability, reimbursement, and the honoring of licenses and certifications across state lines.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.
N/A

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

If the BA-7 is not approved, GOHSEP will not be able to process reimbursement to LMD for services performed in response to EMAC mission 3156-RSA-13979.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administrative

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$94,876,045		$94,876,045				
Interagency Transfers	$578,135		$578,135				
Fees & Self-Generated *	$1,303,826	$1,796,244	$3,100,070	($1,796,244)			
Statutory Dedications **	$419,761,674		$419,761,674				
FEDERAL FUNDS	$2,460,899,772		$2,460,899,772				
TOTAL MOF	$2,977,419,452	$1,796,244	$2,979,215,696	($1,796,244)			
EXPENDITURES:							
Salaries	$11,792,985		$11,792,985				
Other Compensation							
Related Benefits	$4,907,175		$4,907,175				
Travel	$242,917		$242,917				
Operating Services	$2,278,079		$2,278,079				
Supplies	$383,468		$383,468				
Professional Services	$1,350,000		$1,350,000				
Other Charges	$2,933,944,296	$1,796,244	$2,935,740,540	($1,796,244)			
Debt Services							
Interagency Transfers	$22,520,532		$22,520,532				
Acquisitions							
Major Repairs							
UNALLOTTED							
TOTAL EXPENDITURES	$2,977,419,452	$1,796,244	$2,979,215,696	($1,796,244)			
POSITIONS							
Classified							
Unclassified	120		120				
TOTAL T.O. POSITIONS	120		120				
Other Charges Positions	210		210				
Non-TO FTE Positions							
TOTAL POSITIONS	330		330				
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	$1,303,826	$1,796,244	$3,100,070	($1,796,244)			
[Select Fund Account]							
[Select Fund Account]							
**Statutory Dedications:							
Disability-Focused Disaster Preparedness and Response Fund (V61)	$500,000		$500,000				
State Emergency Response Fund (V29)	$1,180,412		$1,180,412				
Modernization and Security Fund (V65)	$3,536,760		$3,536,760				
Water Sector Fund (V44)	$414,544,502		$414,544,502				
[Select Statutory Dedication]							
[Select Statutory Dedication]							
[Select Statutory Dedication]							
[Select Statutory Dedication]							

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administrative

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT			**$1,796,244**			**$1,796,244**
EXPENDITURES:						
Salaries						
Other Compensation						
Related Benefits						
Travel						
Operating Services						
Supplies						
Professional Services						
Other Charges			$1,796,244			**$1,796,244**
Debt Services						
Interagency Transfers						
Acquisitions						
Major Repairs						
UNALLOTTED						
TOTAL EXPENDITURES			**$1,796,244**			**$1,796,244**
OVER / (UNDER)						
POSITIONS						
Classified						
Unclassified						
TOTAL T.O. POSITIONS						
Other Charges Positions						
Non-TO FTE Positions						
TOTAL POSITIONS						

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. The general purpose of BA-7 15-111-03 is to increase self-generated budget authority to allow for reimbursement to LMD for EMAC services.

REVENUES

4. GOHSEP is currently budgeted $1,303,826 in Self-Generated. Approval of this BA-7 will increase the funds as detailed below.

REVENUE SOURCE	BEGINNING BUDGET	ADJUSTMENT AMOUNT	REVISED BUDGET	BRIEF DESCRIPTION
Self-Generated	$1,303,826	$1,796,244	$3,100,070	LMD provided General Purpose Battalion/Engineering Task Force services to Florida in response to an Emergency Management Assistance Compact (EMAC) request totaling $1,796,243.50. GOHSEP has received reimbursement from Florida and now needs to reimburse LMD. However, the current budget authority does not allow the transaction to process in LaGov.
Self-Generated TOTAL	$1,303,826	$1,796,244	$3,100,070	
Total Adjustments		$1,796,244		

EXPENDITURES

9. The Other Charges expenditure category will be adjusted as a result of this BA-7.

11.

GL CODE	AMOUNT	MOF
5620069 - Other Charges - IAT	$1,796,244	1110000200-Self-Generated
TOTAL	$1,796,244	

OTHER

12. Jason Mahfouz
Director
225.925.7500
Jason.Mahfouz@la.gov

Laura Beth Lott
Assistant Director, Financial Operations & Admin.
225.932.6346
LauraBeth.Lott@la.gov

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: CULTURE, RECREATION AND TOURISM	**FOR OPB USE ONLY**	
AGENCY: SECRETARY	OPB LOG NUMBER: 127	AGENDA NUMBER: 2
SCHEDULE NUMBER: 06-261		
SUBMISSION DATE: November 2025	**Approval and Authority:**	
AGENCY BA-7 NUMBER: 06-261-26-02		
HEAD OF BUDGET UNIT: NANCY WATKINS		
TITLE: UNDERSECRETARY		
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):* Nancy Watkins		

MEANS OF FINANCING	**CURRENT FY 2025-2026**	**ADJUSTMENT (+) or (-)**	**REVISED FY 2025-2026**
GENERAL FUND BY:			
DIRECT	$20,168,626	$0	**$20,168,626**
INTERAGENCY TRANSFERS	$1,676,129	$0	**$1,676,129**
FEES & SELF-GENERATED	$0	$0	**$0**
Regular Fees & Self-generated	$0	$0	**$0**
Subtotal of Fund Accounts from Page 2	$0	$0	**$0**
STATUTORY DEDICATIONS	$903,818	$700,000	**$1,603,818**
Litter Abatement ~~and Education~~ Account (W36) CG	$630,000	$700,000	**$1,330,000**
Seafood Promotion and Marketing Fund (W02)	$273,818	$0	**$273,818**
Subtotal of Dedications from Page 2	$0	$0	**$0**
FEDERAL	$0	$0	**$0**
TOTAL	**$22,748,573**	**$700,000**	**$23,448,573**
AUTHORIZED POSITIONS	58	0	**58**
AUTHORIZED OTHER CHARGES	0	0	**0**
NON-TO FTE POSITIONS	0	0	**0**
TOTAL POSITIONS	**58**	**0**	**58**

PROGRAM EXPENDITURES	**DOLLARS**	**POS**	**DOLLARS**	**POS**	**DOLLARS**	**POS**
PROGRAM NAME:						
Administration	$15,269,719	0	$700,000	0	**$15,969,719**	**0**
Management & Finance	$6,891,802	0	$0	0	**$6,891,802**	**0**
La Seafood Promotion & Marketing	$587,052	0	$0	0	**$587,052**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
Subtotal of programs from Page 2:	$0	0	$0	0	**$0**	**0**
TOTAL	**$22,748,573**	**0**	**$700,000**	**0**	**$23,448,573**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: CULTURE, RECREATION AND TOURISM	FOR OPB USE ONLY	
AGENCY: SECRETARY	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-261		
SUBMISSION DATE: November 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 06-261-26-02		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	$0	$0	$0
[Select Fund Account]	$0	$0	$0
SUBTOTAL (to Page 1)	$0	$0	$0
STATUTORY DEDICATIONS			
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
SUBTOTAL (to Page 1)	$0	$0	$0

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
SUBTOTAL (to Page 1)	$0	0	$0	0	$0	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The Litter Abatement fund RS 56:10(B)(15) under the WLF Conservation fund receives funding from RS 32:412 $1.50 fee drivers license fee. As of November 4, 2025 over $1 million dollars is available for expenditure. RS49:1131-43 Establishes the Keep Louisiana Beautiful Initiative in the DCRT Office of the Secretary. KLB is statutorily required to implement litter control awareness programs throughout the state. We are requesting these funds in order to promote a new litter ranger program in the DCRT Office of State Parks on the passage of ACT 67 RS 2025 and provide local governments with litter enforcement signage.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$0	$0	$0	$0	$0
STATUTORY DEDICATIONS	$700,000	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$700,000**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel is needed for this request.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
The funds are available in the statutory dedication currrently. Keep Louisiana Beautiful is seeing great progress and believe the additional funds will help continue the momentum in litter abatement activities.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
No expenditures have been made toward this program.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Because KLB is a new agency to CRT, the performance indicators will not be adopted until the FY 27 budget cycle. We do believe that with new sign and litter rangers will have a positive impact on litter abatement in the state.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).
Not applicable

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

Performance has not been established at this time.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

These will be reported in the FY 27 budget year.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

None, these have not been established at this time.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$14,126,997	$0	**$14,126,997**	$0	$0	$0	$0
Interagency Transfers	$512,722	$0	**$512,722**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$630,000	$700,000	**$1,330,000**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$15,269,719**	**$700,000**	**$15,969,719**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$1,248,745	$0	**$1,248,745**	$0	$0	$0	$0
Other Compensation	$456	$0	**$456**	$0	$0	$0	$0
Related Benefits	$515,881	$0	**$515,881**	$0	$0	$0	$0
Travel	$6,560	$0	**$6,560**	$0	$0	$0	$0
Operating Services	$25,193	$0	**$25,193**	$0	$0	$0	$0
Supplies	$2,967	$0	**$2,967**	$0	$0	$0	$0
Professional Services	$848	$0	**$848**	$0	$0	$0	$0
Other Charges	$13,466,890	$700,000	**$14,166,890**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$2,179	$0	**$2,179**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$15,269,719**	**$700,000**	**$15,969,719**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	5	0	**5**	0	0	0	0
Unclassified	11	0	**11**	0	0	0	0
TOTAL T.O. POSITIONS	**16**	**0**	**16**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**16**	**0**	**16**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
Litter Abatement and Education Account (W36)	$630,000	$700,000	**$1,330,000**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$700,000**	**$0**	**$700,000**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$700,000	$0	**$700,000**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$700,000**	**$0**	**$700,000**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Management and Finance

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$5,728,395	$0	**$5,728,395**	$0	$0	$0	$0
Interagency Transfers	$1,163,407	$0	**$1,163,407**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$0	$0	**$0**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$6,891,802**	**$0**	**$6,891,802**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$3,058,769	$0	**$3,058,769**	$0	$0	$0	$0
Other Compensation	$50,884	$0	**$50,884**	$0	$0	$0	$0
Related Benefits	$1,549,829	$0	**$1,549,829**	$0	$0	$0	$0
Travel	$6,542	$0	**$6,542**	$0	$0	$0	$0
Operating Services	$104,111	$0	**$104,111**	$0	$0	$0	$0
Supplies	$23,625	$0	**$23,625**	$0	$0	$0	$0
Professional Services	$10,000	$0	**$10,000**	$0	$0	$0	$0
Other Charges	$1,344,538	$0	**$1,344,538**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$743,504	$0	**$743,504**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$6,891,802**	$0	**$6,891,802**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	38	0	**38**	0	0	0	0
Unclassified	1	0	**1**	0	0	0	0
TOTAL T.O. POSITIONS	**39**	**0**	**39**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**39**	**0**	**39**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Management and Finance

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	$0
Other Compensation	$0	$0	$0	$0	$0	$0
Related Benefits	$0	$0	$0	$0	$0	$0
Travel	$0	$0	$0	$0	$0	$0
Operating Services	$0	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0	$0
Professional Services	$0	$0	$0	$0	$0	$0
Other Charges	$0	$0	$0	$0	$0	$0
Debt Services	$0	$0	$0	$0	$0	$0
Interagency Transfers	$0	$0	$0	$0	$0	$0
Acquisitions	$0	$0	$0	$0	$0	$0
Major Repairs	$0	$0	$0	$0	$0	$0
UNALLOTTED	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OVER / (UNDER)	**$0**	$0	$0	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: La Seafood Promotion and Marketing Board

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$313,234	$0	**$313,234**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$273,818	$0	**$273,818**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$587,052**	**$0**	**$587,052**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$219,155	$0	**$219,155**	$0	$0	$0	$0
Other Compensation	$0	$0	**$0**	$0	$0	$0	$0
Related Benefits	$95,184	$0	**$95,184**	$0	$0	$0	$0
Travel	$10,000	$0	**$10,000**	$0	$0	$0	$0
Operating Services	$14,240	$0	**$14,240**	$0	$0	$0	$0
Supplies	$4,473	$0	**$4,473**	$0	$0	$0	$0
Professional Services	$0	$0	**$0**	$0	$0	$0	$0
Other Charges	$240,000	$0	**$240,000**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$4,000	$0	**$4,000**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$587,052**	**$0**	**$587,052**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	1	0	**1**	0	0	0	0
Unclassified	2	0	**2**	0	0	0	0
TOTAL T.O. POSITIONS	**3**	**0**	**3**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**3**	**0**	**3**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
Seafood Promotion and Marketing Fund (W02)	$273,818	$0	**$273,818**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: La Seafood Promotion and Marketing Board

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$0	$0	**$0**
Debt Services	$0	$0	$0	$0	$0	$0
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

BA-7 QUESTIONNAIRE ANALYSIS

(Provide answers on the Questionnaire Analysis Form; answer all questions applicable to the requested budget adjustment.)

GENERAL PURPOSE

1. KLB is statutorily required to implement litter control awareness programs throughout the state. We are requesting these funds to promote a new litter ranger program in the DCRT Office of State Parks on the passage of ACT 67 RS 2025 and provide local entities with litter enforcement signage.

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

2. **If Statutory Dedications**
   - Provide creating authority (Louisiana Revised Statutes and/or Administrative Code citations) The Litter Abatement fund RS 56:10(B)(15) under the WLF Conservation fund receives funding from RS 32:412 $1.50 fee driver's license fee.
   - Current fund balance $1,070,000
   - Current year anticipated revenue $1,600,000 based on FY 25 collections at 8/15/25

EXPENDITURES

3. Provide detailed expenditure information including how the amount requested was calculated. Please see attached summary of projects.
4. If funds are being transferred, please explain how excess funds became available. Funds are available in the litter abatement fund and are not being transferred.
5. Provide object details as part of explanation.
   Revenue:
   Fund: 26100W3600 | Cost Center: 2610000000 | G/L: 4710058
   Expenditure:
   $400,000 Fund: 26100W3600 | Cost Center: 2611044400 | G/L: 5620064
   $300,000 Fund: 26100W3600 | Cost Center: 2611044400 | G/L: 5620069

OTHER

6. Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

   Lt. Governor Nungesser (225) 342-7009
   Nancy Watkins, Undersecretary nwatkins@crt.la.gov (225)342-8201
   Susan Russell, Director Keep Louisiana Beautiful srussell@crt.la.gov (985)377-7269

Litter Abatement and Education Account (an account of the Conservation Fund)

Act 265 of 2011 R.S. 56:10(B)(15) **W36**

Fiscal Year 2024-25

Beginning Fund Balance		$ 1,354,223.56
Transfers:		
Receipts:		
4520012 Fines and Penalties	$ 2,339.73	
4530010 Motor Vehicle - Drivers License	$ 1,116,792.23	
4430010 - Investment income	$ 30,829.00	
[redacted]	[redacted]	
Total Revenue FY 25 Collected		$ 956,994.77

Disbursements:			BUDGET
512 - Office of Wildlife and Fisheries	$ (66,501.75)		$ 99,800
261- DCRT Office of the Secretary	$ (559,144.07)		$ 630,000
678 - DOE State Activities	$ (62,510.00)		$ 263,914
		$ (688,155.82)	
BALANCE 8/15/25		$ 1,623,062.51	

Litter Abatement Account (an account of the Conservation Fund)

Act 15 2022 Reg. Session

Note: Though Act 15 exists, the 2 accounts were not separated until FY 24/25.

Fiscal Year 2025-26

Beginning Fund Balance		$ 1,623,062.51
Transfers:		
Receipts:		
4520012 Fines and Penalties	$ 786.21	
4530010 Motor Vehicle - Drivers License	$ 166,395.94	
4430010 - Investment income	$ 10,948.00	
	$ -	
Total Revenue FY 26 Collected		$ 178,130.15

Disbursements:			BUDGET
512 - Office of Wildlife and Fisheries	$ (99,800.00)		$ 99,800
261- DCRT Office of the Secretary	$ (630,000.00)		$ 630,000
		$ (729,800.00)	
BALANCE 11/4/25		$ 1,071,392.66	

Keep Louisiana Beautiful:
Heighten Awareness to Increase Litter and Illegal Dumping Reports

Fund Balance:

$300,000 – Enforcement signs to be placed along local roadways and public boat launches throughout Louisiana.

$400,000 – Expand media campaign to promote litter and illegal dumping reporting.

Justification:

In FY 24-25, KLB, the Office of Lt. Governor and State Parks invested time and financial resources developing a new approach to litter enforcement in Louisiana. This approach has the potential to vastly change people's littering behaviors and be a model program for the rest of the country.

This effort resulted in legislation (ACT 67 RS 2025) that expands state park ranger's jurisdiction to enforce the litter laws anywhere in Louisiana; a collaborative approach to enforcement between LWLF, State Parks and KLB; two enforcement positions created and filled to work the program; revised program operations (forms, affidavits, tracking system developed by IT) and a refreshed media campaign (billboards, social and radio) with a dual call to action to use the litter hotline when they see someone littering and to report illegal dumping.

This new approach to litter enforcement has the potential to yield huge results and be very effective in stimulating behavioral change. It is important to heighten awareness around litter enforcement and to let citizens know that the hotline can now be used for both reporting littering and illegal dumping. We built the program and now we need to drive people to it.

It is important that the launch of this new effort is strong. We want to be able to communicate to the public and stakeholders an increase in enforcement activity within the first 12 to 18 months of launching this enforcement effort. Raising awareness and driving people to the reporting hotline is a key component to a strong launch of the enforcement efforts.

Sign Strategy:

Design roadway signs and make them available to parishes and municipalities to be installed along local roadways and public boat launches. There will be two different sizes of signs. One will be smaller in size that can be attached to an existing pole for those who are concerned about creating more "visual litter". The second one will be larger and come with a pole and hardware. Both will have enforcement messaging, fines and the reporting hotline. Local governments will be required to install the signs and submit photographs to KLB documenting the location and installation.

Enforcement Campaign Strategy:

The current enforcement campaign will be expanded to a more robust campaign targeting areas where we will have the greatest success in issuing citations. The campaign will concentrate on markets with proximity to State Parks, KLB Sheriff grantees and as well as in those cities known to have illegal dumping problems. A year-round radio and Geo-targeted (GSI) social media campaign will be activated.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Culture, Recreation & Tourism	**FOR OPB USE ONLY**	
AGENCY: Office of Tourism	OPB LOG NUMBER: 128	AGENDA NUMBER: 3
SCHEDULE NUMBER: 06-267		
SUBMISSION DATE: October 27, 2025	**Approval and Authority:**	
AGENCY BA-7 NUMBER: 06-267-26-02		
HEAD OF BUDGET UNIT: Nancy Watkins		
TITLE: Undersecretary		
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):* Nancy Watkins		

MEANS OF FINANCING	**CURRENT FY 2025-2026**	**ADJUSTMENT (+) or (-)**	**REVISED FY 2025-2026**
GENERAL FUND BY:			
DIRECT	$276,423	$0	**$276,423**
INTERAGENCY TRANSFERS	$43,216	$0	**$43,216**
FEES & SELF-GENERATED	$38,866,775	$4,000,000	**$42,866,775**
Regular Fees & Self-generated	$38,866,775	$4,000,000	**$42,866,775**
Subtotal of Fund Accounts from Page 2	$0	$0	**$0**
STATUTORY DEDICATIONS	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
Subtotal of Dedications from Page 2	$0	$0	**$0**
FEDERAL	$0	$0	**$0**
TOTAL	**$39,186,414**	**$4,000,000**	**$43,186,414**
AUTHORIZED POSITIONS	76	0	**76**
AUTHORIZED OTHER CHARGES	1	0	**1**
NON-TO FTE POSITIONS	78	0	**78**
TOTAL POSITIONS	**155**	**0**	**155**

PROGRAM EXPENDITURES	**DOLLARS**	**POS**	**DOLLARS**	**POS**	**DOLLARS**	**POS**
PROGRAM NAME:						
Administration	$2,386,499	7	$0	0	**$2,386,499**	**7**
Marketing	$32,851,607	19	$4,000,000	0	**$36,851,607**	**19**
Welcome Centers	$3,948,308	51	$0	0	**$3,948,308**	**51**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
Subtotal of programs from Page 2:	$0	0	$0	0	**$0**	**0**
TOTAL	**$39,186,414**	**77**	**$4,000,000**	**0**	**$43,186,414**	**77**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Culture, Recreation & Tourism	**FOR OPB USE ONLY**	
AGENCY: Office of Tourism	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-267		
SUBMISSION DATE: October 27, 2025	**ADDENDUM TO PAGE 1**	
AGENCY BA-7 NUMBER: 06-267-26-02		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	$0	$0	**$0**
[Select Fund Account]	$0	$0	**$0**
SUBTOTAL (to Page 1)	**$0**	**$0**	**$0**
STATUTORY DEDICATIONS			
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
SUBTOTAL (to Page 1)	**$0**	**$0**	**$0**

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
SUBTOTAL (to Page 1)	**$0**	**0**	**$0**	**0**	**$0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
This BA-7 is requesting additional self-generated funds for FY 2025-2026.
This request is primarily due to a cashflow hardship incurred by Tourism in the second half of FY 2024-2025 resulting in Tourism halting many projects. The cashflow issue was inadvertently created by erroneous cleanup language in Act 11 of the 2024 Third Extraordinary Session. HB 578 of the 2025 Regular Session introduced language to correct the error; however, this did not become Act 384 until June 20, 2025. Tourism ultimately returned $3.9M+ in unexpended budget authority.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$4,000,000	$0	$0	$0	$0
STATUTORY DEDICATIONS	$0	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel is requested

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
This request is a continuation of projects initiated in FY 2024-2025. The Office of Tourism paused several advertising and marketing campaigns/projects while the Louisiana Tourism Promotion Fund legislation was going through the process. We would like to add these funds to our FY 26 appropriation so we can continue with our marketing plans.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
Yes. These are FY 2024-2025 projects that are being completed in FY 2025-2026 due to prior year cashflow issues.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Approval of this BA-7 will enable to Office of Tourism to complete the projects initiated in FY 2024-2025 as well as continue with the execution of FY 2025-2026 projects and activities.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).
Not Applicable

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

No quantifiable direct correlations to performance indicators in the immediate fiscal year; however, approval of these funds would postively impact visitation and visitor spend and contribute of positive performance results in future years.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

Although these items will ultimately positively impact performance indicators, quantifying the impact of these items on performance indicators is difficult to discern.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve could negatively impact performance as the Office of Tourism would have to forego some FY 2025-2026 projects and activities for marketing and promoting of the state.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$225,000	$0	**$225,000**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$2,161,499	$0	**$2,161,499**	$0	$0	$0	$0
Statutory Dedications **	$0	$0	**$0**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$2,386,499**	$0	**$2,386,499**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$657,250	$0	**$657,250**	$0	$0	$0	$0
Other Compensation	$0	$0	**$0**	$0	$0	$0	$0
Related Benefits	$541,618	$0	**$541,618**	$0	$0	$0	$0
Travel	$31,000	$0	**$31,000**	$0	$0	$0	$0
Operating Services	$83,024	$0	**$83,024**	$0	$0	$0	$0
Supplies	$14,695	$0	**$14,695**	$0	$0	$0	$0
Professional Services	$0	$0	**$0**	$0	$0	$0	$0
Other Charges	$225,000	$0	**$225,000**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$833,912	$0	**$833,912**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$2,386,499**	$0	**$2,386,499**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	6	0	**6**	0	0	0	0
Unclassified	1	0	**1**	0	0	0	0
TOTAL T.O. POSITIONS	**7**	**0**	**7**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**7**	**0**	**7**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$2,161,499	$0	**$2,161,499**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Administration

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$0	$0	**$0**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Marketing

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$51,423	$0	**$51,423**	$0	$0	$0	$0
Interagency Transfers	$43,216	$0	**$43,216**	$0	$0	$0	$0
Fees & Self-Generated *	$32,756,968	$4,000,000	**$36,756,968**	$0	$0	$0	$0
Statutory Dedications **	$0	$0	**$0**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$32,851,607**	**$4,000,000**	$36,851,607	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$1,274,230	$0	**$1,274,230**	$0	$0	$0	$0
Other Compensation	$0	$0	**$0**	$0	$0	$0	$0
Related Benefits	$641,576	$0	**$641,576**	$0	$0	$0	$0
Travel	$600,000	$0	**$600,000**	$0	$0	$0	$0
Operating Services	$8,147,533	$100,000	**$8,247,533**	$0	$0	$0	$0
Supplies	$16,000	$0	**$16,000**	$0	$0	$0	$0
Professional Services	$14,357,599	$3,900,000	**$18,257,599**	$0	$0	$0	$0
Other Charges	$1,532,680	$0	**$1,532,680**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$6,281,989	$0	**$6,281,989**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$32,851,607**	**$4,000,000**	$36,851,607	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	18	0	**18**	0	0	0	0
Unclassified	0	0	**0**	0	0	0	0
TOTAL T.O. POSITIONS	**18**	**0**	18	**0**	**0**	0	**0**
Other Charges Positions	1	0	**1**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**19**	**0**	19	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$32,756,968	$4,000,000	**$36,756,968**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 2 NAME: Marketing

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$4,000,000**	**$0**	**$0**	**$4,000,000**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$100,000	$0	$0	**$100,000**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$3,900,000	$0	$0	**$3,900,000**
Other Charges	$0	$0	$0	$0	$0	**$0**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$4,000,000**	**$0**	**$0**	**$4,000,000**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: Welcome Centers

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$0	$0	$0	$0	$0	$0	$0
Interagency Transfers	$0	$0	$0	$0	$0	$0	$0
Fees & Self-Generated *	$3,948,308	$0	$3,948,308	$0	$0	$0	$0
Statutory Dedications **	$0	$0	$0	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	$0	$0	$0	$0	$0
TOTAL MOF	**$3,948,308**	**$0**	**$3,948,308**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$1,899,338	$0	$1,899,338	$0	$0	$0	$0
Other Compensation	$301,640	$0	$301,640	$0	$0	$0	$0
Related Benefits	$885,100	$0	$885,100	$0	$0	$0	$0
Travel	$15,500	$0	$15,500	$0	$0	$0	$0
Operating Services	$345,276	$0	$345,276	$0	$0	$0	$0
Supplies	$110,380	$0	$110,380	$0	$0	$0	$0
Professional Services	$0	$0	$0	$0	$0	$0	$0
Other Charges	$175,000	$0	$175,000	$0	$0	$0	$0
Debt Services	$0	$0	$0	$0	$0	$0	$0
Interagency Transfers	$112,494	$0	$112,494	$0	$0	$0	$0
Acquisitions	$0	$0	$0	$0	$0	$0	$0
Major Repairs	$103,580	$0	$103,580	$0	$0	$0	$0
UNALLOTTED	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$3,948,308**	**$0**	**$3,948,308**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	51	0	51	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**51**	**0**	**51**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	78	0	78	0	0	0	0
TOTAL POSITIONS	**129**	**0**	**129**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$3,948,308	$0	$3,948,308	$0	$0	$0	$0
[Select Fund Account]	$0	$0	$0	$0	$0	$0	$0
[Select Fund Account]	$0	$0	$0	$0	$0	$0	$0
****Statutory Dedications:**							
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 3 NAME: Welcome Centers

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$0	$0	**$0**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	$0
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

QUESTIONNAIRE ANALYSIS

(Provide answers on the Questionnaire Analysis Form; answer all questions applicable to the requested budget adjustment.)

GENERAL PURPOSE

This BA-7 is requesting additional self-generated funds for FY 2025-2026.

This request is primarily due to a cashflow hardship incurred by Tourism in FY 2024-2025 resulting in Tourism halting many projects. The cashflow issue was inadvertently created by erroneous cleanup language in Act 11 of the 2024 Third Extraordinary Session wherein Tourism's collections decreased from 3% of the avails of R.S. 47:331 to 3% of 1% of the avails of R.S. 47:311 or a 99% decrease in collections.

HB 578 of the 2025 Regular Session introduced language to correct the error; however, this did not become Act 384 until June 20, 2025. Due to the aforementioned issue, Tourism returned $3.9M+ in unexpended budget.

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

1. **If Self-Generated Revenues**
   - Funding provided by R.S. 51:1286 that provides for sales and use tax to be directed to the Office of Tourism for marketing and promotion of the State.
   - Annual funding subject to adopted REC forecast and subsequent legislative appropriation to the agency
   - Legislative appropriation for FY 2025-2026 is $38,498,570 based on anticipated collections during the fiscal year.
   - Fund balance at the end of FY 2024-2025 was $9.15M. Fund balances are created by collections beyond the adopted REC forecast and/or unexpended appropriations at year end

EXPENDITURES

2. Expenditures are based on the attached project list.

3. Provide object details as part of explanation.

Program	Fund	G/L	Amount	Item
200	2670000200	5310400	$100,000	project activity
200	2670000200	5510028	$3,900,000	project activity
			$4,000,000	

OTHER

4. Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

Billy Nungesser, Lt. Governor	bnungesser@crt.la.gov	225-342-7009
Nancy Watkins, Undersecretary	nwatkins@crt.la.gov	225-342-8201
Doug Bourgeois, Asst. Secretary	dbourgeois@crt.la.gov	225-342-8100
Jeff Harlan, Deputy Asst. Secretary	jharlan@crt.la.gov	225-342-8100

Initiative	Description	Budget
Year of Outdoors		**$750,000.00**
Influencer Series	LOT will work with influencers in travel and lifestyle specializing in outdoors and soft adventure to create a social media campaign promoting the state's outdoor recreation opportunities. This will supplement the Year of Outdoors Campaign for calendar year 2026.	$150,000.00
Brand Partnership	LOT will identify an outdoor brand to partner with as part of the Year of Outdoors 2026 campaign	$500,000.00
Promotional materials/items	Promotional items pertaining to outdoors for use at shows and events, and gifts for touring media.	$100,000.00
Web Development		**$75,000.00**
ADA Web Updates	LOT will work toward meeting the goals set forth in its ADA Action Plan to bring all sites managed by the department up to a minimum score of 90% as graded by Useable Net, an accessibility management and testing software.	$75,000.00
Public Relations		**$200,000.00**
Rose Parade SMT	LOT will hold a satellite media tour from the Rose Parade featuring sponsored partners from convention and visitors bureaus and their riders, as well as performing musical talent. In 2025, this activation generated over media coverage valued at $5 million.	$150,000.00
Domestic Press Tours	As LOT increases its domestic marketing, the office will work with its PR agency of record to host domestic media in both group and individual format to generate earned media around current initiatives such as outdoors, road trips and family travel.	$50,000.00
Asset Creation		**$1,025,000.00**
Museum videos	Continuation of the creation of sizzle videos about all of Louisiana's museums	$450,000.00
Birding photography	Acquisition of bird images of variety of species and locations either through live shoots or purchase.	$150,000.00
Byways assets	Collection of additional byways images and video for use in future Road Trips campaign	$425,000.00
Advertising		**$1,950,000.00**
Lonely Planet placement	Best in Travel package (up to 10 partners), including editorial article and social promotion. Would be beneficial for Year of Outdoors and subsequent outdoors content.	$300,000.00
Clicktivated	Increase user engagement through clickable elements in video. Now available with paid video (pre-roll,CTV, etc.) placements	$150,000.00
Wanderlust placement	Evergreen video docuseiries and podcasts, including access and rights to raw video footage	$450,000.00
Hot Sauce Trail campaign expansion	Expanded digital campaign to promote the new Hot Sauce Trail	$250,000.00
Custom international campaigns	Trackable campaigns in markets such as France and Germany to determine the effectiveness of marketing on these audiences.	$450,000.00
FY27 Campaign development expansion	Development of a campaign to begin in FY27 for three years, replacing the My Louisiana campaign.	$350,000.00
	Total	**$4,000,000.00**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Louisiana Department of Wildlife & Fisheries	**FOR OPB USE ONLY**
AGENCY: Office of Wildlife	OPB LOG NUMBER: 99RRR / AGENDA NUMBER: 4
SCHEDULE NUMBER: 16-513	
SUBMISSION DATE: 11/24/25	**Approval and Authority:**
AGENCY BA-7 NUMBER: W-26-03	
HEAD OF BUDGET UNIT: Bryan McClinton	
TITLE: Undersecretary	
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):*	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$1,391,215	$0	**$1,391,215**
INTERAGENCY TRANSFERS	$4,157,927	$0	**$4,157,927**
FEES & SELF-GENERATED	$4,523,484	$469,028	**$4,992,512**
Regular Fees & Self-generated	$310,227	$469,028	**$779,255**
Subtotal of Fund Accounts from Page 2	$4,213,257	$0	**$4,213,257**
STATUTORY DEDICATIONS	$28,963,120	$0	**$28,963,120**
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	$4,585,403	$0	**$4,585,403**
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	$5,027,997	$0	**$5,027,997**
Subtotal of Dedications from Page 2	$19,349,720	$0	**$19,349,720**
FEDERAL	$34,422,534	$0	**$34,422,534**
TOTAL	**$73,458,280**	**$469,028**	**$73,927,308**
AUTHORIZED POSITIONS	226	0	**226**
AUTHORIZED OTHER CHARGES	3	0	**3**
NON-TO FTE POSITIONS	45	0	**45**
TOTAL POSITIONS	**274**	**0**	**274**

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
OFFICE OF WILDLIFE	$73,458,280	274	$469,028	0	**$73,927,308**	**274**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
Subtotal of programs from Page 2:	$0	0	$0	0	**$0**	**0**
TOTAL	**$73,458,280**	**274**	**$469,028**	**0**	**$73,927,308**	**274**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Louisiana Department of Wildlife & Fisheries	FOR OPB USE ONLY	
AGENCY: Office of Wildlife	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-513		
SUBMISSION DATE: 11/24/25	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: W-26-03		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Louisiana Alligator Resource Dedicated Fund Account (W09)	$2,903,916	$0	$2,903,916
LA Duck License Stamp and Print Dedicated Fund Account (W08)	$1,309,341	$0	$1,309,341
SUBTOTAL (to Page 1)	**$4,213,257**	**$0**	**$4,213,257**
STATUTORY DEDICATIONS			
Marsh Island Operating Fund (RS1)	$155,570	$0	$155,570
Russell Sage Special Fund #2 (RS4)	$2,500,000	$0	$2,500,000
Oil Spill Contingency Fund (V01)	$323,659	$0	$323,659
Conservation Fund (W01)	$12,468,955	$0	$12,468,955
LA Fur Public Education and Marketing Fund (W03)	$68,049	$0	$68,049
Wildlife Habitat & Natural Heritage Trust Fund (W05)	$1,622,325	$0	$1,622,325
Louisiana Wild Turkey Fund (W16)	$30,100	$0	$30,100
Conservation of the Black Bear Account (W23)	$208,500	$0	$208,500
Conservation--Quail Account (W24)	$25,587	$0	$25,587
Conservation--White Tail Deer Account (W26)	$15,700	$0	$15,700
White Lake Property Fund (W32)	$1,920,500	$0	$1,920,500
MC Davis Conservation Fund (W37)	$10,775	$0	$10,775
SUBTOTAL (to Page 1)	**$19,349,720**	**$0**	**$19,349,720**

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
SUBTOTAL (to Page 1)	**$0**	**0**	**$0**	**0**	**$0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The purpose of this BA-7 is to increase the FY26 Self-Generated Fund budget to include the America the Beautiful Cooperative Endeavor Agreement with the Mississippi Department of Wildlife, Fisheries, and Parks, which supports upland pine forest habitat restoration and conservation activities. The remaining balance of $469,027 will be expended in FY27.

Cooperative Endeavor Agreement: This project is a partnership between LDWF, the Mississippi Department of Wildlife, Fisheries, and Parks, and the Alabama Department of Conservation and Natural Resources, along with other partners, to conduct landscape-level habitat restoration across three states. LDWF will implement on-the-ground restoration in the Florida Parishes on public and private lands, including prescribed burning, herbicide treatment, exotic vegetation control, longleaf pine planting, erosion and logging repair, and debris removal. Additional work will restore a degraded seepage bog in Washington Parish. These efforts will benefit federally listed species such as the Gopher Tortoise, Eastern Diamond-backed Rattlesnake, Black Pinesnake, and Quillwort, as well as Species of Greatest Conservation Need and upland game birds.

Total BA-7 **469,028**

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$469,028	$0	$0	$0	$0
STATUTORY DEDICATIONS	$0	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$469,028**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel are required.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
This budget adjustment cannot be postponed until the next fiscal year because the agreement ends in FY27, leaving limited time to complete the required on-the-ground restoration activities. The work involves time-sensitive treatments such as prescribed burning, herbicide applications, exotic vegetation control, and erosion repair, which must be conducted within specific seasonal windows to be effective. Postponing funding would result in missed treatment cycles, reduced project outcomes, and a compressed timeline that risks noncompliance with the agreement. Timely adjustment ensures LDWF can meet its obligations, maintain strong multi-state partnerships, and achieve the intended conservation outcomes before the agreement expires. The remaining balance of $469,027 will be expended in FY27.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
No.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Approval of this BA-7 enables LDWF to fully implement the project as intended by providing the resources necessary to meet partnership commitments, carry out on-the-ground habitat restoration, and achieve conservation goals. With approval, LDWF can conduct prescribed burns, herbicide treatments, exotic vegetation control, erosion repair, debris removal, and longleaf pine planting within the appropriate seasonal windows. It also allows restoration of a degraded seepage bog in Washington Parish, enhancing biodiversity and ecosystem resilience. These efforts will improve habitat for federally listed species such as the Gopher Tortoise, Eastern Diamond-backed Rattlesnake, Black Pinesnake, and Quillwort, as well as Species of Greatest Conservation Need and upland game birds. Approval also strengthens LDWF's credibility with state and regional partners, ensuring continued collaboration on landscape-level conservation across three states.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

Approval of this BA-7 enables LDWF to fully implement the project as intended by providing the resources necessary to meet partnership commitments, carry out on-the-ground habitat restoration, and achieve conservation goals. With approval, LDWF can conduct prescribed burns, herbicide treatments, exotic vegetation control, erosion repair, debris removal, and longleaf pine planting within the appropriate seasonal windows. It also allows restoration of a degraded seepage bog in Washington Parish, enhancing biodiversity and ecosystem resilience. These efforts will improve habitat for federally listed species such as the Gopher Tortoise, Eastern Diamond-backed Rattlesnake, Black Pinesnake, and Quillwort, as well as Species of Greatest Conservation Need and upland game birds. Approval also strengthens LDWF's credibility with state and regional partners, ensuring continued collaboration on landscape-level conservation across three states.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

There are no performance impacts.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

In addition to risking noncompliance with the Cooperative Endeavor, failure to approve this BA-7 will result in the delays in planned habitat restoration (missing critical windows for prescribed burning and vegetation treatments) and allows continued habitat degradation, reducing available habitat for the listed species and upland game birds. Long-term decline in habitat quality could result in higher costs for restoration in the future.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: OFFICE OF WILDLIFE

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$1,391,215	$0	**$1,391,215**	$0	$0	$0	$0
Interagency Transfers	$4,157,927	$0	**$4,157,927**	$0	$0	$0	$0
Fees & Self-Generated *	$4,523,484	$469,028	**$4,992,512**	$0	$0	$0	$0
Statutory Dedications **	$28,963,120	$0	**$28,963,120**	$0	$0	$0	$0
FEDERAL FUNDS	$34,422,534	$0	**$34,422,534**	$0	$0	$0	$0
TOTAL MOF	**$73,458,280**	**$469,028**	$73,927,308	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$14,143,594	$0	**$14,143,594**	$0	$0	$0	$0
Other Compensation	$1,119,504	$0	**$1,119,504**	$0	$0	$0	$0
Related Benefits	$8,292,257	$0	**$8,292,257**	$0	$0	$0	$0
Travel	$428,968	$0	**$428,968**	$0	$0	$0	$0
Operating Services	$3,199,017	$0	**$3,199,017**	$0	$0	$0	$0
Supplies	$2,704,859	$0	**$2,704,859**	$0	$0	$0	$0
Professional Services	$5,748,064	$0	**$5,748,064**	$0	$0	$0	$0
Other Charges	$21,849,005	$469,028	**$22,318,033**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$3,012,275	$0	**$3,012,275**	$0	$0	$0	$0
Acquisitions	$6,695,125	$0	**$6,695,125**	$0	$0	$0	$0
Major Repairs	$6,265,612	$0	**$6,265,612**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$73,458,280**	**$469,028**	$73,927,308	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	222	0	**222**	0	0	0	0
Unclassified	4	0	**4**	0	0	0	0
TOTAL T.O. POSITIONS	**226**	**0**	**226**	**0**	**0**	**0**	**0**
Other Charges Positions	3	0	**3**	0	0	0	**0**
Non-TO FTE Positions	45	0	**45**	0	0	0	**0**
TOTAL POSITIONS	**274**	**0**	**274**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$310,227	$469,028	**$779,255**	$0	$0	$0	$0
Louisiana Alligator Resource Dedicated Fund Account (W09)	$2,903,916	$0	**$2,903,916**	$0	$0	$0	$0
LA Duck License Stamp and Print Dedicated Fund Account (W08)	$1,309,341	$0	**$1,309,341**	$0	$0	$0	$0
****Statutory Dedications:**							
Rockefeller Wildlife Refuge and Game Preserve Fund (RK1)	$4,585,403	$0	**$4,585,403**	$0	$0	$0	$0
Rockefeller Wildlife Refuge Trust and Protection Fund (RK2)	$5,027,997	$0	**$5,027,997**	$0	$0	$0	$0
Marsh Island Operating Fund (RS1)	$155,570	$0	**$155,570**	$0	$0	$0	$0
Russell Sage Special Fund #2 (RS4)	$2,500,000	$0	**$2,500,000**	$0	$0	$0	$0
Oil Spill Contingency Fund (V01)	$323,659	$0	**$323,659**	$0	$0	$0	$0
Conservation Fund (W01)	$12,468,955	$0	**$12,468,955**	$0	$0	$0	$0
LA Fur Public Education and Marketing Fund (W03)	$68,049	$0	**$68,049**	$0	$0	$0	$0
Wildlife Habitat & Natural Heritage Trust Fund (W05)	$1,622,325	$0	**$1,622,325**	$0	$0	$0	$0
Louisiana Wild Turkey Fund (W16)	$30,100	$0	**$30,100**	$0	$0	$0	$0
Conservation of the Black Bear Account (W23)	$208,500	$0	**$208,500**	$0	$0	$0	$0
Conservation--Quail Account (W24)	$25,587	$0	**$25,587**	$0	$0	$0	$0
Conservation--White Tail Deer Account (W26)	$15,700	$0	**$15,700**	$0	$0	$0	$0
White Lake Property Fund (W32)	$1,920,500	$0	**$1,920,500**	$0	$0	$0	$0
MC Davis Conservation Fund (W37)	$10,775	$0	**$10,775**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: OFFICE OF WILDLIFE

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$469,028**	**$0**	**$0**	**$469,028**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$469,028	$0	$0	**$469,028**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$469,028**	**$0**	**$0**	**$469,028**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

QUESTIONNAIRE ANALYSIS

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

GENERAL PURPOSE

The purpose of this BA-7 is to increase the FY26 Self-Generated Fund budget to include the America the Beautiful Cooperative Endeavor Agreement with the Mississippi Department of Wildlife, Fisheries, and Parks, which supports upland pine forest habitat restoration and conservation activities. The remaining balance of $469,027 will be expended in FY27

REVENUES

Self-Generated Fund	
Current Budget	**$310,227**
BA7 Adjustment	$469,028
Revised Budget	$779,255

EXPENDITURES

Program	Means of Finance	Major Category	Description	Amount	
WILDLIFE	SELF GENERATED	Other Charges	CEA - Mississippi Dept. of Wildlife Fisheries & Park	$ 469,028	
			Total BA7	**$ 469,028**	

OTHER

Fiscal Contact:	Beth Boulet, Fiscal Officer, (225) 765-2801	bboulet@wlf.la.gov
Programmatic Contact:	Tommy Tuma, Deputy Asst Secretary, (225) 763-3513	ttuma@wlf.la.gov
Testifying before JLCB:	Bryan McClinton, Undersecretary, (225) 765-5021	bmcclinton@wlf.la.gov

BA-7 SUPPORT INFORMATION

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Louisiana Department of Wildlife and Fisheries	**FOR OPB USE ONLY**	
AGENCY: Office of Fisheries	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-514	116	5
SUBMISSION DATE: 10/29/2025	**Approval and Authority:**	
AGENCY BA-7 NUMBER: F-26-02		
HEAD OF BUDGET UNIT: Bryan McClinton		
TITLE: Undersecretary		
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):*		

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$0	$0	**$0**
INTERAGENCY TRANSFERS	$21,925,372	$0	**$21,925,372**
FEES & SELF-GENERATED	$5,391,342	$150,000	**$5,541,342**
Regular Fees & Self-generated	$180,000	$150,000	**$330,000**
Subtotal of Fund Accounts from Page 2	$5,211,342	$0	**$5,211,342**
STATUTORY DEDICATIONS	$30,669,468	$0	**$30,669,468**
Artificial Reef Development Fund (W04)	$7,587,695	$0	**$7,587,695**
Conservation Fund (W01)	$12,448,573	$0	**$12,448,573**
Subtotal of Dedications from Page 2	$10,633,200	$0	**$10,633,200**
FEDERAL	$28,679,761	$0	**$28,679,761**
TOTAL	**$86,665,943**	**$150,000**	**$86,815,943**
AUTHORIZED POSITIONS	233	0	**233**
AUTHORIZED OTHER CHARGES	0	0	**0**
NON-TO FTE POSITIONS	53	0	**53**
TOTAL POSITIONS	**286**	**0**	**286**

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Office of Fisheries	$86,665,943	286	$150,000	0	**$86,815,943**	**286**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
Subtotal of programs from Page 2:	$0	0	$0	0	**$0**	**0**
TOTAL	**$86,665,943**	**286**	**$150,000**	**0**	**$86,815,943**	**286**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Louisiana Department of Wildlife and Fisher	FOR OPB USE ONLY	
AGENCY: Office of Fisheries	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 16-514		
SUBMISSION DATE: 10/29/2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: F-26-02		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
Oyster Sanitation Dedicated Fund Account (Q08)	$104,665	$0	**$104,665**
Aquatic Plant Control Dedicated Fund Account (W27)	$5,106,677	$0	**$5,106,677**
SUBTOTAL (to Page 1)	**$5,211,342**	**$0**	**$5,211,342**
STATUTORY DEDICATIONS			
Oyster Development Fund (W18)	$149,989	$0	**$149,989**
Shrimp Marketing & Promotion Account (W22)	$220,000	$0	**$220,000**
Crab Development, Management, and Derelict Crab Trap Removal Account (W33)	$90,119	$0	**$90,119**
Saltwater Fish Research and Conservation Fund (W40)	$1,300,000	$0	**$1,300,000**
Shrimp Development and Management Account (W42)	$180,000	$0	**$180,000**
Oyster Resource Management Account (W43)	$7,876,642	$0	**$7,876,642**
Charter Boat Fishing Fund (W44)	$816,450	$0	**$816,450**
SUBTOTAL (to Page 1)	**$10,633,200**	**$0**	**$10,633,200**

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
SUBTOTAL (to Page 1)	**$0**	**0**	**$0**	**0**	**$0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The Port Wonder Aquarium is funded through self-generated revenues, the Sportfish Outreach Grant, and an agreement with the Coastal Protection and Restoration Authority (CPRA):
CPRA - $ 56,667 annually **Sportfish**
Outreach Grant - approximately $400,000 annually (salaries only)
Self-Generated Revenue (ticket sales) - $330,000 annually

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$150,000	$0	$0	$0	$0
STATUTORY DEDICATIONS	$0	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$150,000**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
No additional personnel are required.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
The Science and Nature Center at Port Wonder was established as a 15 year BP Oil Spill NRDA project. LDWF currently shares the building with the Lake Charles Children's Museum. The requested budget will allow us to enter into a CEA with the Children's Museum to share operating costs and keep the facility open as required by the NRDA restoration plan.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
This is not an after-the-fact BA-7. LDWF lacked sufficient ticket sale data to establish an accurate project budget. With revenue and expenditure data now available, additional budget authority is required. A cooperative endeavor agreement with The Children's Museum has been finalized to share facility and operational costs, necessitating budget authority in Other Charges.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Approval of this BA-7 will ensure that the Port Wonder Museum can continue operating and receive the necessary funds to cover operational expenses payable to The Children's Museum.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE: Not applicable.

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).
Not applicable.

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

The BA-7 is needed to maintain operations at the Port Wonder Aquarium, overseen by the Office of Fisheries. Per the agreement, operational expenses for the aquarium are shared with and paid to The Children's Museum, as both operate at the same location.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

There are no performance indicators associated with this BA-7 request, as no performance impacts have been identified. This is because the requested change does not modify existing processes, resource allocations, or service delivery expectations, and therefore is not anticipated to affect any measurable performance outcomes.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

If this BA-7 is not approved we will be unable to enter into a cooperative endeavor with the Children's Museum, home to Port Wonder. Approval of this BA-7 is necessary to cover operational expenses at the museum, allowing us to remain open and continue educating current and future generations about fish resources and their habitats.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Office of Fisheries

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$21,925,372	$0	**$21,925,372**	$0	$0	$0	$0
Fees & Self-Generated *	$5,391,342	$150,000	**$5,541,342**	$0	$0	$0	$0
Statutory Dedications **	$30,669,468	$0	**$30,669,468**	$0	$0	$0	$0
FEDERAL FUNDS	$28,679,761	$0	**$28,679,761**	$0	$0	$0	$0
TOTAL MOF	**$86,665,943**	**$150,000**	**$86,815,943**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$14,788,901	$0	**$14,788,901**	$0	$0	$0	$0
Other Compensation	$482,200	$0	**$482,200**	$0	$0	$0	$0
Related Benefits	$8,520,067	$0	**$8,520,067**	$0	$0	$0	$0
Travel	$137,412	$0	**$137,412**	$0	$0	$0	$0
Operating Services	$18,291,279	$0	**$18,291,279**	$0	$0	$0	$0
Supplies	$6,954,958	$0	**$6,954,958**	$0	$0	$0	$0
Professional Services	$3,131,656	$0	**$3,131,656**	$0	$0	$0	$0
Other Charges	$29,036,928	$150,000	**$29,186,928**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$2,061,616	$0	**$2,061,616**	$0	$0	$0	$0
Acquisitions	$2,298,918	$0	**$2,298,918**	$0	$0	$0	$0
Major Repairs	$962,008	$0	**$962,008**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$86,665,943**	**$150,000**	**$86,815,943**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	232	0	**232**	0	0	0	0
Unclassified	1	0	**1**	0	0	0	0
TOTAL T.O. POSITIONS	**233**	**0**	**233**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	53	0	**53**	0	0	0	**0**
TOTAL POSITIONS	**286**	**0**	**286**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$180,000	$0	**$180,000**	$0	$0	$0	$0
Oyster Sanitation Dedicated Fund Account (Q08)	$104,665	$0	**$104,665**	$0	$0	$0	$0
Aquatic Plant Control Dedicated Fund Account (W27)	$5,106,677	$0	**$5,106,677**	$0	$0	$0	$0
****Statutory Dedications:**							
Conservation Fund (W01)	$12,448,573	$0	**$12,448,573**	$0	$0	$0	$0
Artificial Reef Development Fund (W04)	$7,587,695	$0	**$7,587,695**	$0	$0	$0	$0
Oyster Development Fund (W18)	$149,989	$0	**$149,989**	$0	$0	$0	$0
Shrimp Marketing & Promotion Account (W22)	$220,000	$0	**$220,000**	$0	$0	$0	$0
Crab Development, Management, and Derelict Crab Trap Removal Account (W33)	$90,119	$0	**$90,119**	$0	$0	$0	$0
Saltwater Fish Research and Conservation Fund (W40)	$1,300,000	$0	**$1,300,000**	$0	$0	$0	$0
Shrimp Development and Management Account (W42)	$180,000	$0	**$180,000**	$0	$0	$0	$0
Oyster Resource Management Account (W43)	$7,876,642	$0	**$7,876,642**	$0	$0	$0	$0
Charter Boat Fishing Fund (W44)	$816,450	$0	**$816,450**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: Office of Fisheries

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$150,000**	**$0**	**$0**	**$150,000**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$150,000	$0	$0	**$150,000**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$150,000**	**$0**	**$0**	**$150,000**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

QUESTIONNAIRE ANALYSIS

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

GENERAL PURPOSE

This BA-7 provides additional budget authority to prevent deficit expenditures in the Office of Fisheries' self-generated fund. The Science and Nature Center at Port Wonder, established as a 15-year BP Oil Spill NRDA project, is funded through self-generated revenues, a federal grant (salaries only) and Coastal Protection and Restoration Agency funds. Revenue and expenditure data are now available following the Center's April 2025 opening, and additional authority is required to accept revenue and cover expenses. A finalized cooperative endeavor agreement with The Children's Museum to share facility and operational costs requires budget authority in Other Charges.

REVENUES

Self-Generated Revenue (002)

Current Budget	$ 5,391,342
BA-7 Adjustment	$ 150,000
Revised Budget	$ 5,541,342

EXPENDITURES

Program	Means of Finance	Major Category	Description	Amount
Office of Fisheries	Self-Generated Revenue	Other Charges	Increase appropriation for Port Wonder ticket sales and operational expenses	$ 150,000
			Total BA-7	$ 150,000

OTHER

Fiscal Contact:	Lakeesha Miles, Accounting Manager	(225) 765-2801	Lmiles@wlf.la.gov
Programmatic Contact:	Ryan Montegut, Asst. Secretary	(225) 326-6037	rmontegut@wlf.la.gov
Testifying before JLCB:	Bryan McClinton, Undersecretary	(225) 765-5021	bmcclinton@wlf.la.gov

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Economic Development	FOR OPB USE ONLY
AGENCY: LED Debt Service & Commitments	OPB LOG NUMBER: 124B / AGENDA NUMBER: 6
SCHEDULE NUMBER: 20-931	
SUBMISSION DATE: November 13, 2025	Approval and Authority:
AGENCY BA-7 NUMBER: 4	
HEAD OF BUDGET UNIT: Anne G. Villa	
TITLE: Deputy Secretary	
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge) Anne G Villa	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$23,440,122	$0	$23,440,122
INTERAGENCY TRANSFERS	$0	$0	$0
FEES & SELF-GENERATED	$0	$0	$0
Regular Fees & Self-generated	$0	$0	$0
Subtotal of Fund Accounts from Page 2	$0	$0	$0
STATUTORY DEDICATIONS	$236,590,816	$80,000,000	$316,590,816
[Select Statutory Dedication]	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0
Subtotal of Dedications from Page 2	$236,590,816	$80,000,000	$316,590,816
FEDERAL	$0	$0	$0
TOTAL	$260,030,938	$80,000,000	$340,030,938
AUTHORIZED POSITIONS	0	0	0
AUTHORIZED OTHER CHARGES	0	0	0
NON-TO FTE POSITIONS	0	0	0
TOTAL POSITIONS	0	0	0

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Debt Service/State Commitments	$260,030,938	0	$80,000,000	0	$340,030,938	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
Subtotal of programs from Page 2	$0	0	$0	0	$0	0
TOTAL	$260,030,938	0	$80,000,000	0	$340,030,938	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Economic Development	FOR OPB USE ONLY	
AGENCY: LED Debt Service & Commitments	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-931		
SUBMISSION DATE: November 13, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 4		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	$0	$0	$0
[Select Fund Account]	$0	$0	$0
SUBTOTAL (to Page 1)	$0	$0	$0
STATUTORY DEDICATIONS			
Louisiana Economic Development Fund (ED6)	$64,693,675	$0	$64,693,675
Louisiana Economic Development Initiatives Fund (EDS)	$9,417,400	$0	$9,417,400
Major Events Incentive Fund (CTB)	$16,400,000	$0	$16,400,000
Rapid Response Fund (EDR)	$146,079,741	$0	$146,079,741
Site Investment and Infrastructure Improvement Fund (EDT)	$0	$80,000,000	$80,000,000
[Select Statutory Dedication]	$0	$0	$0
SUBTOTAL (to Page 1)	$236,590,816	$80,000,000	$316,590,816

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
	$0	0	$0	0	$0	0
SUBTOTAL (to Page 1)	$0	0	$0	0	$0	0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The Site Investment and Infrastructure Improvement Fund was established by Act 365 of 2025 Regular Session, R.S. 39:100.2316. Monies in the fund are dedicated solely to economic development efforts, specifically for site investment and infrastructure improvements for economic development initiatives. Administrative Rules citation: LAC 13: Part 1, Chapter 55 Monies in the fund shall be utilized in accordance with the department's strategic plan and program priorities. The department shall consider the following factors in the allowance of monies: Demonstrated market demand in priority sectors Performance measures Return on investment Impact on distressed communities Public benefit and economic impact site potential.
LED is requesting approval to appropriate $80,000,000 from the Site Investment and Infrastructure Improvement fund, contingent upon the Revenue Estimating Conference recognizing the available fund balance ($162,457,553). Emergency Rules were promulgated effective, October 30, 2025. Applications are currently being accepted and reviewed. Selection of recipients will be determined and cooperative endeavor agreements are anticipated to be executed in February. The program, known as Louisiana FastSites, has complete details on the LED website at https://www.opportunitylouisiana.gov/fastsites

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$0	$0	$0	$0	$0
STATUTORY DEDICATIONS	$80,000,000	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$80,000,000**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
Louisiana Economic Development has an immediate need for rules to implement the program in alignment with Act 365 of the 2025 Regular Legislative Session. Whereas Act 365 outlines a basic framework, additional guidance on some components of the program, such as guidelines for interested parties to assess their program eligibility, is needed. A delay in imposition would hinder effective administration of this program and delay access to the program by qualified applicants, resulting in an adverse financial impact on the Louisiana economy.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.
No. Failure to approve this BA-7 would delay access to the program by qualified applicant, resulting in an adverse financial impact on the Louisiana economy.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

The FastSites Program uses state funding to improve land and sites that can bring big benefits to local regions. The goal is create more market-ready sites, places where businesses can build and grow quickly. The program focuses on long term success by working with both public and private partners to maintain/sustain the fund for years to come. Each project has a match component as well as showing a clear benefit to the state.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

This BA-7 does not impact performance indicators.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

This BA-7 has a positive impact on the State. Each project selected must show a Return on Investment to keep the Fund strong for future projects.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve this BA-7 would delay the implementation of the program, thereby creating a negative impact to the State.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: LED Debt Service/State Commitments

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$23,440,122	$0	$23,440,122	$0	$0	$0	$0
Interagency Transfers	$0	$0	$0	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	$0	$0	$0	$0	$0
Statutory Dedications **	$236,590,816	$80,000,000	$316,590,816	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	$0	$0	$0	$0	$0
TOTAL MOF	$260,030,938	$80,000,000	$340,030,938	$0	$0	$0	$0
EXPENDITURES:							
Salaries	$0	$0	$0	$0	$0	$0	$0
Other Compensation	$0	$0	$0	$0	$0	$0	$0
Related Benefits	$0	$0	$0	$0	$0	$0	$0
Travel	$0	$0	$0	$0	$0	$0	$0
Operating Services	$0	$0	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0	$0	$0
Professional Services	$0	$0	$0	$0	$0	$0	$0
Other Charges	$260,030,938	$80,000,000	$340,030,938	$0	$0	$0	$0
Debt Services	$0	$0	$0	$0	$0	$0	$0
Interagency Transfers	$0	$0	$0	$0	$0	$0	$0
Acquisitions	$0	$0	$0	$0	$0	$0	$0
Major Repairs	$0	$0	$0	$0	$0	$0	$0
UNALLOTTED	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$260,030,938	$80,000,000	$340,030,938	$0	$0	$0	$0
POSITIONS							
Classified	0	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	0	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	0	0	0	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	$0	$0	$0	$0	$0	$0	$0
[Select Fund Account]	$0	$0	$0	$0	$0	$0	$0
[Select Fund Account]	$0	$0	$0	$0	$0	$0	$0
**Statutory Dedications:							
Louisiana Economic Development Fund (EDB)	$64,693,675	$0	$64,693,675	$0	$0	$0	$0
Louisiana Economic Development Initiatives Fund (EDS)	$9,417,400	$0	$9,417,400	$0	$0	$0	$0
Major Events Incentive Fund (CTB)	$16,400,000	$0	$16,400,000	$0	$0	$0	$0
Rapid Response Fund (EDR)	$146,079,741	$0	$146,079,741	$0	$0	$0	$0
Site Investment and Infrastructure Improvement Fund (EDT)	$0	$80,000,000	$80,000,000	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	$0	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: LED Debt Service/State Commitments

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$80,000,000**	**$0**	**$80,000,000**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$80,000,000	$0	**$80,000,000**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$80,000,000**	**$0**	**$80,000,000**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. This BA-7 requests an increase in Statutory Dedication funding from the Site Investment and Infrastructure Improvement Fund, established under R.S. 39:100.2316 and created by Act 365 of the 2025 Regular Session. The fund supports statewide economic development through LED's FastSites Program by financing site investment and infrastructure improvements.

   LED seeks approval to appropriate $80.000,000 of the $162,457,553 available fund balance to advance priority site development and infrastructure enhancement projects across Louisiana. Project selection is guided by demonstrated market demand, return on investment, site readiness, and overall community and economic impact.

   Approval of this appropriation is contingent upon recognition of available revenue by the Revenue Estimating Conference and subsequent approval by the Joint Legislative Committee on the Budget. Emergency Rules became effective on October 30, 2025. Application reviews are underway, and Cooperative Endeavor Agreements are expected to begin execution in February 2026.

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

1. **If STATE GENERAL FUND**
   There is no State General Fund associated with this BA-7.

2. **If IAT**
   There are no Interagency Transfers associated with this BA-7.

3. **If Self-Generated Revenues**
   There are no Self-Generated Revenues associated with this BA-7.

4. **If Statutory Dedications**
   The source of funding is Statutory Dedications from the Site Investment and Infrastructure Improvement Fund (R.S. 39:100.2316), authorized under Act 365 (2025 Regular Session). The fund provides for economic development projects focused on site readiness and infrastructure improvements. The unappropriated Treasury balance as of November 10, 2025, is $162,457,553 of which $80,000,000 is to be appropriated. Administrative rules (LAC 13:I.Ch.55) guide the program's use of funds for qualified projects that improve Louisiana's economic competitiveness.

5. **If Interim Emergency Board Appropriations**
   There are no Interim Emergency Board Appropriations associated with this BA-7.

6. **If Federal Funds**
   There are no Federal Funds associated with this BA-7.

7. **All Grants:**
   There is no Grant Funds associated with this BA-7.

EXPENDITURES

8. These funds will be used for site development, infrastructure upgrades, and certification activities under the FastSites Program. Expenditures include site grading, utility extensions, drainage, access improvements, and engineering work to prepare certified, investment-ready sites across Louisiana.
   The goal is to strengthen Louisiana's industrial competitiveness and attract business investment.

OTHER

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STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Economic Development	**FOR OPB USE ONLY**
AGENCY: LED Debt Service & Commitments	OPB LOG NUMBER: 123R / AGENDA NUMBER: 7
SCHEDULE NUMBER: 20-931	
SUBMISSION DATE: December 3, 2025	**Approval and Authority:**
AGENCY BA-7 NUMBER: 3	
HEAD OF BUDGET UNIT: Anne G. Villa	
TITLE: Deputy Secretary	
SIGNATURE *(Certifies that the information provided is correct and true to the best of your knowledge):* Anne G. Villa — Digitally signed by Anne G. Villa Date: 2025.12.03 15:42:18 -06'00'	

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
DIRECT	$23,440,122	$0	**$23,440,122**
INTERAGENCY TRANSFERS	$0	$0	**$0**
FEES & SELF-GENERATED	$0	$0	**$0**
Regular Fees & Self-generated	$0	$0	**$0**
Subtotal of Fund Accounts from Page 2	$0	$0	**$0**
STATUTORY DEDICATIONS	$236,590,816	$3,850,000	**$240,440,816**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
Subtotal of Dedications from Page 2	$236,590,816	$3,850,000	**$240,440,816**
FEDERAL	$0	$0	**$0**
TOTAL	**$260,030,938**	**$3,850,000**	**$263,880,938**
AUTHORIZED POSITIONS	0	0	**0**
AUTHORIZED OTHER CHARGES	0	0	**0**
NON-TO FTE POSITIONS	0	0	**0**
TOTAL POSITIONS	**0**	**0**	**0**

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Debt Service/State Commitments	$260,030,938	0	$3,850,000	0	**$263,880,938**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
Subtotal of programs from Page 2:	$0	0	$0	0	**$0**	**0**
TOTAL	**$260,030,938**	**0**	**$3,850,000**	**0**	**$263,880,938**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Dept. of Economic Development	FOR OPB USE ONLY	
AGENCY: LED Debt Service & Commitments	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 20-931		
SUBMISSION DATE: December 3, 2025	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 3		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2025-2026	ADJUSTMENT (+) or (-)	REVISED FY 2025-2026
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	$0	$0	**$0**
[Select Fund Account]	$0	$0	**$0**
SUBTOTAL (to Page 1)	**$0**	**$0**	**$0**
STATUTORY DEDICATIONS			
Louisiana Economic Development Fund (ED6)	$64,693,675	$0	**$64,693,675**
Louisiana Economic Development Initiatives Fund (EDS)	$9,417,400	$0	**$9,417,400**
Major Events Incentive Fund (CTB)	$16,400,000	$3,850,000	**$20,250,000**
Rapid Response Fund (EDR)	$146,079,741	$0	**$146,079,741**
[Select Statutory Dedication]	$0	$0	**$0**
[Select Statutory Dedication]	$0	$0	**$0**
SUBTOTAL (to Page 1)	**$236,590,816**	**$3,850,000**	**$240,440,816**

Use this section for additional Program Names, if needed.
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
	$0	0	$0	0	**$0**	**0**
SUBTOTAL (to Page 1)	**$0**	**0**	**$0**	**0**	**$0**	**0**

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?
The source of funding is Statutory Dedications from the Major Events Incentive Fund (R.S. 51:1260), authorized under Act 365 (HB 461) of the 2025 Regular Session.
This Act directs deposits into the fund to support economic development initiatives, including major events that provide measurable economic impact and tourism benefits to the State of Louisiana. LED is seeking approval by the JLCB to appropriate $3,850,000 from the Major Events Incentive Fund to support four qualifying events:
• Hondo Rodeo Fest – $2,000,000 (April 2026, New Orleans)
• Bayou Classic – $650,000 (November 2025, New Orleans)
• Independence Bowl – $200,000 (December 2025, Shreveport)
• Sugar Bowl – $1,000,000 (January 2026, New Orleans)
Each of these events meets the program's statutory criteria as a qualified major event under R.S. 51:1260, demonstrating proven economic and tourism benefits.
This appropriation is contingent upon the Revenue Estimating Conference recognizing sufficient revenue in the fund balance, as well as JLCB approval of each project as a qualified event.
Currently, LED has $16,400,000 appropriated from the Major Events Incentive Fund

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:					
DIRECT	$0	$0	$0	$0	$0
INTERAGENCY TRANSFERS	$0	$0	$0	$0	$0
FEES & SELF-GENERATED	$0	$0	$0	$0	$0
STATUTORY DEDICATIONS	$3,850,000	$0	$0	$0	$0
FEDERAL	$0	$0	$0	$0	$0
TOTAL	**$3,850,000**	**$0**	**$0**	**$0**	**$0**

3. If this action requires additional personnel, provide a detailed explanation below:
This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.
The four qualifying events will be held as follows; Hondo Rodeo Fest – $2,000,000 (April 2026, New Orleans), Bayou Classic – $650,000 (November 2025, New Orleans), Independence Bowl – $200,000 (December 2025, Shreveport), Sugar Bowl – $1,000,000 (January 2026, New Orleans) and an expenditure of funds will be required before June 30, 2026.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

No. Failure to approve this BA-7 would cause a negative economic impact to the State as these approved events; Hondo Rodeo Fest, Bayou Classic, Independence Bowl, and Sugar Bowl are projected to generate a combined economic impact exceeding $25 million statewide.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

Approval of this BA-7 will positively impact LED's Debt Service/State Commitments Program by providing a positive economic impact to the State for its support to support for four major events—Hondo Rodeo Fest, Bayou Classic, Independence Bowl, and Sugar Bowl—all of which generate measurable economic activity, increase statewide tourism, and strengthen Louisiana's competitive position in the major events market. There are no negative programmatic impacts associated with approving this BA-7

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2025-2026	ADJUSTMENT (+) OR (-)	REVISED FY 2025-2026

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (*For example: Are there any anticipated direct or indirect effects on program management or service recipients ? Will this BA-7 have a positive or negative impact on some other program or agency?*)

This BA-7 does not have impact performance indicators

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

This BA-7 will have a positive economic impact on the State to attract tourism for the approved events which are projected to generate a combined economic impact exceeding $25 million.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve this BA-7 would have a potential negative economic impact to the State as revenue would be diminished.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: LED Debt Service/State Commitments

MEANS OF FINANCING:	CURRENT FY 2025-2026	REQUESTED ADJUSTMENT	REVISED FY 2025-2026	ADJUSTMENT OUTYEAR PROJECTIONS FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
GENERAL FUND BY:							
Direct	$23,440,122	$0	**$23,440,122**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Fees & Self-Generated *	$0	$0	**$0**	$0	$0	$0	$0
Statutory Dedications **	$236,590,816	$3,850,000	**$240,440,816**	$0	$0	$0	$0
FEDERAL FUNDS	$0	$0	**$0**	$0	$0	$0	$0
TOTAL MOF	**$260,030,938**	**$3,850,000**	**$263,880,938**	**$0**	**$0**	**$0**	**$0**
EXPENDITURES:							
Salaries	$0	$0	**$0**	$0	$0	$0	$0
Other Compensation	$0	$0	**$0**	$0	$0	$0	$0
Related Benefits	$0	$0	**$0**	$0	$0	$0	$0
Travel	$0	$0	**$0**	$0	$0	$0	$0
Operating Services	$0	$0	**$0**	$0	$0	$0	$0
Supplies	$0	$0	**$0**	$0	$0	$0	$0
Professional Services	$0	$0	**$0**	$0	$0	$0	$0
Other Charges	$260,030,938	$3,850,000	**$263,880,938**	$0	$0	$0	$0
Debt Services	$0	$0	**$0**	$0	$0	$0	$0
Interagency Transfers	$0	$0	**$0**	$0	$0	$0	$0
Acquisitions	$0	$0	**$0**	$0	$0	$0	$0
Major Repairs	$0	$0	**$0**	$0	$0	$0	$0
UNALLOTTED	$0	$0	**$0**	$0	$0	$0	$0
TOTAL EXPENDITURES	**$260,030,938**	**$3,850,000**	**$263,880,938**	**$0**	**$0**	**$0**	**$0**
POSITIONS							
Classified	0	0	**0**	0	0	0	0
Unclassified	0	0	**0**	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	**0**	0	0	0	**0**
Non-TO FTE Positions	0	0	**0**	0	0	0	**0**
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**
***Dedicated Fund Accounts:**							
Reg. Fees & Self-generated	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
[Select Fund Account]	$0	$0	**$0**	$0	$0	$0	$0
****Statutory Dedications:**							
Louisiana Economic Development Fund (ED6)	$64,693,675	$0	**$64,693,675**	$0	$0	$0	$0
Louisiana Economic Development Initiatives Fund (EDS)	$9,417,400	$0	**$9,417,400**	$0	$0	$0	$0
Major Events Incentive Fund (CTB)	$16,400,000	$3,850,000	**$20,250,000**	$0	$0	$0	$0
Rapid Response Fund (EDR)	$146,079,741	$0	**$146,079,741**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0
[Select Statutory Dedication]	$0	$0	**$0**	$0	$0	$0	$0

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

PROGRAM 1 NAME: LED Debt Service/State Commitments

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	**$0**	**$0**	**$0**	**$3,850,000**	**$0**	**$3,850,000**
EXPENDITURES:						
Salaries	$0	$0	$0	$0	$0	**$0**
Other Compensation	$0	$0	$0	$0	$0	**$0**
Related Benefits	$0	$0	$0	$0	$0	**$0**
Travel	$0	$0	$0	$0	$0	**$0**
Operating Services	$0	$0	$0	$0	$0	**$0**
Supplies	$0	$0	$0	$0	$0	**$0**
Professional Services	$0	$0	$0	$0	$0	**$0**
Other Charges	$0	$0	$0	$3,850,000	$0	**$3,850,000**
Debt Services	$0	$0	$0	$0	$0	**$0**
Interagency Transfers	$0	$0	$0	$0	$0	**$0**
Acquisitions	$0	$0	$0	$0	$0	**$0**
Major Repairs	$0	$0	$0	$0	$0	**$0**
UNALLOTTED	$0	$0	$0	$0	$0	**$0**
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$3,850,000**	**$0**	**$3,850,000**
OVER / (UNDER)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**0**	**0**

BA-7 QUESTIONNAIRE

GENERAL PURPOSE

1. This BA-7 requests an increase in Statutory Dedication funds from the Major Events Incentive Fund (R.S. 51:1260), authorized under Act 365 (HB 461) of the 2025 Regular Session, to support major events with demonstrated economic and tourism benefits to Louisiana.
   The requested increase totals $3,850,000, distributed as follows:
   - Hondo Rodeo Fest – $2,000,000
   - Bayou Classic – $650,000
   - Independence Bowl – $200,000
   - Sugar Bowl – $1,000,000

   Approval is contingent upon recognition of the fund balance by the Revenue Estimating Conference and approval by the Joint Legislative Committee on the Budget (JLCB) to designate each event as qualified under the Major Events Incentive Fund.

REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

1. **If STATE GENERAL FUND**
   There is no State General Fund Revenues associated with this BA-7

2. **If IAT**
   There is no IAT Revenues associated with this BA-7

3. **If Self-Generated Revenues**
   There is no Self-Generated Revenues associated with this BA-7

4. **If Statutory Dedications**

   The source of funding is Statutory Dedications from the Major Events Incentive Fund (R.S. 51:1260), per Act 365 (HB 461) of the 2025 Regular Session. LED currently has $16,400,000 appropriated from this fund. The total LED request is $3,850,000 for four approved events listed above. The unappropriated Treasury balance as of November 10, 2025 is $11,068,828.

5. **If Interim Emergency Board Appropriations**
   There is no Interim Emergency Board Appropriations

6. **If Federal Funds**
   There is no Federal Funds associated with this BA-7

7. **All Grants:**
   There is no Grant Funds associated with this BA-7

EXPENDITURES

These funds will be used to support and reimburse qualifying major events for expenses associated with operations, marketing, and infrastructure improvements.
The approved events — Hondo Rodeo Fest, Bayou Classic, Independence Bowl, and Sugar Bowl — are projected to generate a combined economic impact exceeding $25 million statewide.

OTHER

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STATE OF LOUISIANA

Legislative Fiscal Office
BATON ROUGE

Alan M. Boxberger
Legislative Fiscal Officer

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To: The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: Alan Boxberger, Legislative Fiscal Officer AMB
Patrice Thomas, Deputy Fiscal Officer PT

Date: December 4, 2025

Subject: Joint Legislative Committee on the Budget
Meeting December 11, 2025

Attached is the Legislative Fiscal Office BA-7 (Budget Adjustment) write-up for the December 11th meeting of the Joint Legislative Committee on the Budget.

The LFO recommends approval of all BA-7's.

Please contact me if you have questions or need additional information.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Executive **AGENDA NO.:** 1

AGENCY: Homeland Security & Emergency Prep **ANALYST:** Daniel Druilhet

Means of Financing		Expenditures by Program		T. O.
State General Fund:	$0	Administrative	$1,796,244	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$1,796,244			
Statutory Dedications:	$0			
Federal Funds:	$0			
Total	**$1,796,244**	**Total**	**$1,796,244**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase SGR budget authority by $1,796,244 for the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to receive reimbursement from the state of Florida for services provided through the Emergency Management Assistance Compact (EMAC) Mission #3156-RSA-13979, in response to Hurricane Milton. The reimbursement covers a period spanning October 9, 2024, through October 26, 2024 (FY 25). The EMAC is a legal and operational framework for states to share resources, personnel, and equipment during declared states of emergency and resolve issues of liability, reimbursement, and the honoring of licenses and certifications across state lines.

On November 4, 2025, GOHSEP received reimbursement from the state of Florida. The purpose of this BA-7 request is to ensure that GOHSEP has the budget authority needed to repay or pass through reimbursement to the Louisiana Military Department from funds that it received from the State of Florida. If approved, this budget adjustment will allow for reimbursement to the Louisiana Military Department for EMAC services. GOHSEP is currently budgeted $1,303,826 in Fees & Self-Generated Revenue. Approval of the BA-7 will increase Fees & Self-Generated Revenue as follows:

Current Budget	$1,303,826
BA-7 Request	$1,796,244
Total Budget after BA-7	$3,100,070

The Louisiana Military Department provided a general purpose battalion and engineering task force services (approximately 500 Louisiana military service personnel) to Florida in response to Hurricane Milton. The expenditures related to the BA-7 are as follows:

Personal Services	
Total Regular Hours	$1,278,906
Total Fringe Benefits	$ 69,556
Travel	
Meals	$ 80,669
Parking Tolls	$ 48
Rental	$ 20,628
Mileage/Fuel	$ 60,543
Acquisitions	
Equipment	$ 254,587
Commodities	$ 31,307
Total Reimbursement	$1,796,244

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request.

December 11, 2025

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Culture, Recreation & Tourism

AGENCY: Office of the Secretary

AGENDA NO.: 2

ANALYST: Richie Anderson

Means of Financing	
State General Fund:	$0
Interagency Transfers:	$0
Self-Generated Revenue:	$0
Statutory Dedications:	$700,000
Federal Funds:	$0
Total	**$700,000**

Expenditures by Program		**T. O.**
Administrative	$700,000	0
Management & Finance	$0	0
LA Seafood Promotion & Marketing Board	$0	0
Total	**$700,000**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedication budget authority by $700,000 in the Administrative Program within the Office of the Secretary. The source of statutory dedications is the Litter Abatement Account within the Conservation Fund. Monies in the account originate from a $1.50 fee assessed for every driver's license issued in the state, as required by R.S. 32:412. As of 11/24/25, the Litter Abatement Account has a balance of $1,507,210. Should this BA-7 be approved the remaining unappropriated balance of the fund will total $807,210.

Current Fund Balance (11/24/25)	$1,507,210
BA-7 Request	($700,000)
Unappropriated Fund Balance	**$807,210**

Note: Based on REC projections, the department reports an additional $800,000 will be collected in FY 26.

If approved, this budget adjustment will allow for the implementation of a new statewide litter ranger program, as authorized by Act 67 of the 2025 RS, which grants state park wardens the authority to enforce litter laws statewide and to issue citations for littering in person or via mail. This act further allows the Department of Culture, Recreation and Tourism to pursue civil penalties for illegal dumping or litter violations through administrative adjudication and directs that recovered penalties are to be deposited into the Litter Abatement Account.

To support the litter ranger program, the department is requesting the following expenditures: $400,000 for a geo-targeted social media campaign focused on areas with elevated illegal-dumping activity, with the goal of increasing public reporting of litter violations and improving enforcement outcomes. The remaining $300,000 will be used to install enforcement signage along local roadways and at public boat launches, reinforcing notice requirements and aiding statewide enforcement efforts. The department indicates that upon approval of this BA-7, it will engage a contractor to produce signage and use the Office of Tourism's existing contractor to implement the social media campaign.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will diminish the total of the Litter Abatement Account's accumulated fund balance available for future use. The undesignated balance remaining in the fund should this BA-7 be approved will be approximately $807,210.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Culture, Recreation & Tourism

AGENCY: Tourism

AGENDA NO.: 3

ANALYST: Richie Anderson

Means of Financing	
State General Fund:	$0
Interagency Transfers:	$0
Self-Generated Revenue:	$4,000,000
Statutory Dedications:	$0
Federal Funds:	$0
Total	**$4,000,000**

Expenditures by Program		T. O.
Administrative	$0	0
Marketing	$4,000,000	0
Welcome Centers	$0	0
Total	**$4,000,000**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase SGR budget authority by $4 M in the Marketing Program within the Office of Tourism. The source of SGR is funds received from the Louisiana Tourism Promotion District (LTPD), a statewide special taxing district created to provide a dedicated funding source for the promotion and development of tourism in the state. Act 384 of the 2025 RS adjusted the dedication for the LTPD to 3% of 1% of sales tax collections, which is the same levy in place prior to Act 11 of the 2024 3rd ES, which resulted in a significant decrease in collections. If approved, this BA-7 will reinstate the program's budget authority in alignment with Act 384. This increase in budget authority is contingent upon recognition of an increase in SGR revenues by the REC at the meeting scheduled for 12/11/25.

This funding will be used for the Year of Outdoor Project ($750,000), web development ($75,000), public relations ($200,000), asset creation ($1 M), and for various advertising promotions for the state ($2 M). Following the passage of Act 11 of the 2024 3rd ES, the Office of Tourism paused several advertising and marketing initiatives. Restoration of the budget authority will enable the office to resume the following projects with expected expenditures as follows:

Initiative	**Amount**
Year of Outdoors	
Influencer Series	$150,000
Brand Partnership	$500,000
Promotional Materials	$100,000
Web Development	
ADA Web Updates	$75,000
Public Relations	
Rose Parade	$150,000
Domestic Press Tours	$50,000
Asset Creation	
Museum Videos	$450,000
Birding Photography	$150,000
Byways Assets	$425,000
Advertising	
Lonely Planet Placement	$300,000
Clicktivated	$150,000
Wanderlust Placement	$450,000
Hot Sauce Trail Campaign	$250,000
International Campaigns	$450,000
FY 27 Campaign Development	$350,000
Total:	**$4,000,000**

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request, contingent upon the REC recognizing the increase in SGR revenues at it meeting scheduled for 12/11/25.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Wildlife & Fisheries

AGENCY: Office of Wildlife

AGENDA NO.: 4

ANALYST: Richie Anderson

Means of Financing		Expenditures by Program		T. O.
State General Fund:	$0	Wildlife	$469,028	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$469,028			
Statutory Dedications:	$0			
Federal Funds:	$0			
Total	**$469,028**	**Total**	**$469,028**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase SGR budget authority by $469,028 in the Office of Wildlife within the Louisiana Department of Wildlife and Fisheries (LDWF). The source of SGR is a sub-award from the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) that originated from an America the Beautiful Challenge Grant administered by the U.S. Fish and Wildlife Service. This grant, totaling $4,330,059, was awarded to MDWFP on 1/10/24 for a project entitled "Enhancing Fire-Dependent Plant Communities in the East Gulf Coastal Plain Habitats (AL, LA, MS)." If approved, this increase will allow LDWF to comply with the provisions of a Cooperative Endeavor Agreement (CEA) with MDWFP, which serves as the sponsoring agency for both LDWF and the Alabama Department of Conservation and Natural Resources for the grant.

Through this CEA and as a sub-recipient of the grant award, LDWF will receive a total of $938,055 once a required 10% state match is met. In FY 26, the state match is estimated to total $39,205 and is comprised of $36,225 for work conducted at the Sandy Hollow Wildlife Management Area (SHWMA) and an additional $2,980 match for project and contract coordination staff salaries.

The department reports that this requirement will be fulfilled using existing Statutory Dedication budget authority from the Conservation Fund, and indicates it has sufficient authority to absorb the state match. This BA-7 request will allow the department to expend the first half of the award, $469,028, in FY 26. LDWF reports it will request budget authority to expend the remainder of the award in FY 27. This increase in budget authority is contingent upon recognition of an increase in SGR revenues by the REC at the meeting scheduled for 12/11/25.

The current CEA between LDWF and MDWFP began on 1/06/24 and will expire on 12/31/26. The CEA requires LDWF to conduct on-the-ground habitat restorations in the Florida Parishes with an emphasis on Washington, St. Tammany, and Tangipahoa Parishes. Project objectives include activities such as prescribed burning, herbicide treatment, exotic vegetation control, longleaf pine planting, erosion repair, and restoring a degraded seepage bog in Washington Parish. The department reports that upon approval of this BA-7, it will utilize sub-contractors to fulfill the outlined objectives.

Expenditures are as follows:

Objective	Cost
Prescribed Burning	$135,000
Mulching	$72,000
Herbicide Treatment	$13,500
Longleaf Pine Planting	$10,125
Exotic Vegetation Control	$5,400
Erosion Road Repair	$90,000
Private Property Activities*	$116,183
Salaries	$26,820
Total:	**$469,028**

***Note:** Private Property activities include: prescribed burning, mulching, herbicide treatment, longleaf pine planting, and

exotic vegetation control on private property.

II. IMPACT ON FUTURE FISCAL YEARS

If approved, this BA-7 will allow the department to expend half of the total grant funding in FY 26; however, depending on the timing of project completion, the associated expenditures may be carried forward into FY 27, potentially through the end of the grant period, 12/31/26. The LFO anticipates the remaining balance of the the grant, of $469,027, will be incorporated into the executive budget recommendation for LDWF in FY 27.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request, contingent upon the REC recognizing the increase in SGR revenues at it meeting scheduled for 12/11/25.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Wildlife & Fisheries

AGENCY: Office of Fisheries

AGENDA NO.: 5

ANALYST: Richie Anderson

Means of Financing		Expenditures by Program		T. O.
State General Fund:	$0	Fisheries	$150,000	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$150,000			
Statutory Dedications:	$0			
Federal Funds:	$0			
Total	**$150,000**	**Total**	**$150,000**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase SGR budget authority by $150,000 in the Fisheries Program within the Office of Fisheries to cover operational expenses for Port Wonder in Lake Charles, Louisiana. The additional SGR is derived from ticket sales and other revenue generated by LDWF's Nature and Science Center located within the Port Wonder complex in Lake Charles that opened in April of 2025.

In addition to LDWF's Nature and Science Center, Port Wonder houses the Children's Museum of Southwest Louisiana. LDWF entered into a cooperative endeavor agreement (CEA) on 4/17/25 with the Children's Museum, which will expire on 3/31/28. The CEA provides that the museum will manage operations of the Port Wonder facility. This includes the collection, tracking, and disbursement of revenues from admissions fees and vending machine sales. LDWF's portion of these revenues generated is 30.85% per the term of the CEA. The department reports that the Nature and Science Center generated $182,932 in FY 25 (April through June), and $130,146 YTD in FY 26 from admission fees. The museum will also be responsible for the establishment and maintenance of the Port Wonder complex's shared services, including but not limited to electricity, water, waste, and security. As provided by the CEA, LDWF will reimburse the Children's Museum for a portion of these expenses.

With six months of realized revenues and expenditure data now available following Port Wonder's April 2025 opening, LDWF is requesting an increase in its SGR budget authority, contingent upon recognition of an increase in SGR revenues by the REC at the meeting scheduled for 12/11/25. If approved, funding will be used for operating expenses of the Port Wonder facility.

Lake Charles Nature and Science Center at Port Wonder

Current Budget	$130,000
BA-7 Request*	$150,000
Total Budget after BA-7:	**$280,000**

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of the BA-7 request, contingent upon the REC recognizing the increase in SGR revenues at it meeting scheduled for 12/11/25.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Other Requirements **AGENDA NO.:** 6

AGENCY: LED Debt Service & State Commitments **ANALYST:** Noah O'Dell

Means of Financing		**Expenditures by Program**		**T. O.**
State General Fund:	$0	LED Debt Service & State Commitments	$80,000,000	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$0			
Statutory Dedications:	$80,000,000			
Federal Funds:	$0			
Total	**$80,000,000**	**Total**	**$80,000,000**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Site Investment and Infrastructure Improvement Fund in the amount of $80 M in LED Debt Service & State Commitments. This fund was created in Act 365 of the 2025 Regular Legislative Session along with Site Investment and Infrastructure Improvements Program, often referred to by LED as Fast Sites.

The source of funding for these statutory dedications in the fund is:

1) Act 365 transferred $150 M into the fund from the Louisiana Economic Development Initiatives Fund, which originated from the Revenue Stabilization Fund.

2) Act 432 of the 2025 RS specified that any revenue received from the lease, sublease, or sale of property under the control and supervision of LED shall be deposited into the Site Investment and Infrastructure Improvement Fund. During FY 25, LED received $872,383 in lease payments from META. In FY 26, LED received $11,585,170 from the sale of state land (Franklin Farms) to META.

There is no currently FY 26 appropriation authority from this fund. This BA-7 will provide an appropriation of $80 M from the fund. This BA-7 request is contingent upon the Revenue Estimating Conference (REC) recognizing sufficient monies in the fund.

FY 26 Site Investment and Infrastructure Improvement Fund

Beginning Balance (per the Treasury)	$ 872,383
Transfers (Act 365 of the 2025 RS)	$ 150,000,000
Stat Ded. Revenue (as of 11/21/25)	$ 11,585,170
Stat Ded. Appropriated	($ 0)
Undesignated Fund Balance	$ 162,457,553
BA-7 Request	($ 80,000,000)
Projected Fund Balance*	$ 82,457,553

*If this BA-7 Request is approved by the Joint Legislative Committee on the Budget (JLCB)

Site Investment and Infrastructure Improvement Program (Fast Sites) - $80 M

The requested funds will be distributed by LED for economic development efforts, specifically for site investment and infrastructure improvements. LED has promulgated rules for the program, but the rules do not specify the exact nature of awards, leaving LED with a large degree of flexibility to structure awards as partially forgivable loans, public-private partnerships, or as an ownership deal for key infrastructure. The rules specify that eligible project costs may include, but are not limited to, rail or road access, utility expansion, wetland mitigation, demolition, expansion, remediation, or land purchases. Unless otherwise specified by the Secretary of LED, ineligible project costs include but are not limited to consulting

fees, legal or financial service fees, marketing of a site, movable equipment, routine site maintenance, and any expenses occurring outside of the approved construction period. Award amounts, per project, may vary at the discretion of LED, with a minimum award of $1 M and no limit on the maximum award to a recipient.

LED reports that applications for the program will be received through December 15, 2025. Review of applications are currently underway and will continue through the application window. Cooperative Endeavor Agreements are anticipated to begin execution in February of 2026. Awards are subject to funding availability in any given fiscal year.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request, contingent upon REC recognizing the balance of the Site Investment and Infrastructure Improvement Fund on December 11, 2025.

LEGISLATIVE FISCAL OFFICE
ANALYSIS OF BA-7 REQUEST

DEPARTMENT: Other Requirements **AGENDA NO.:** 7

AGENCY: LED Debt Service & State Commitments **ANALYST:** Noah O'Dell

Means of Financing		Expenditures by Program		T. O.
State General Fund:	$0	LED Debt Service & State Commitments	$3,850,000	0
Interagency Transfers:	$0			
Self-Generated Revenue:	$0			
Statutory Dedications:	$3,850,000			
Federal Funds:	$0			
Total	**$3,850,000**	**Total**	**$3,850,000**	**0**

I. SUMMARY/COMMENTS

The purpose of this BA-7 request is to increase Statutory Dedications out of the Major Events Incentive Fund in the amount of $3.85 M in LED Debt Service & State Commitments. The source of funding for these statutory dedications in the fund is Act 365 of the 2025 Regular Session (the Funds Bill). Act 365 transferred $11.03 M into the fund: $1.03 M from the State General Fund and $10 M from the Louisiana Economic Development Initiatives Fund, which originated from the Revenue Stabilization Fund.

The current FY 26 appropriation from this fund is $16.4 M. This BA-7 will increase the total amount appropriated to $20.25 M. This BA-7 request is contingent upon the Revenue Estimating Conference (REC) recognizing sufficient monies in the fund.

FY 26 Major Events Incentive Fund

Beginning Balance (per the Treasury)	$ 16,315,438
Transfers (Act 365 of the 2025 RS)	$ 11,030,000
Stat Ded. Revenue - Interest Earnings (as of 11/21/25)	$ 161,839
Stat Ded. Appropriated	($ 16,400,000)
Undesignated Fund Balance	$ 11,107,277
BA-7 Request	($ 3,850,000)
Projected Fund Balance*	$ 7,257,277

*If this BA-7 Request is approved by the Joint Legislative Committee on the Budget (JLCB)

Major Events Incentive Program

The requested funds will be used for planning and hosting, including event coordination, organization, advertising promotions, and operational expenses that align with the Major Event Incentive Program for the following events:

$ 2,000,000 - Hondo Rodeo Fest in New Orleans at the Caesars Superdome, April 2026
$ 1,000,000 - Sugar Bowl in New Orleans at the Caesars Superdome, January 2026
$ 650,000 - Bayou Classic in New Orleans at the Caesars Superdome, November 2025
$ 200,000 - Independence Bowl in Shreveport at the Independence Stadium, December 2025
$ 3,850,000

For informational purposes, Act 446 of the 2025 Regular Session expanded eligibility for qualified major events to include, but not be limited to, any event sanctioned by the Professional Rodeo Cowboys Association, Professional Bull Riders, or any international amateur or professional rodeo or bull riding event.

II. IMPACT ON FUTURE FISCAL YEARS

Approval of this BA-7 request will have no impact on future fiscal years.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request, contingent upon REC recognizing the balance of the Site Investment and Infrastructure Improvement Fund on December 11, 2025.

DIVISION OF ADMINISTRATION

Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE

ON THE

BUDGET

Briefing Book

FOR

December 2025

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   Project No. 50-NQN-20-01, F.50001387

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

November 18, 2025

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

Re: Supplemental Funds Request

Coastal Protection and Restoration Authority
Coastal Protection Projects, Planning and Construction
(Statewide)

Dear Chairman Womack:

Act 2 of 2025 appropriated $67,550,140 payable from Interagency Transfers to the Coastal Protection and Restoration Authority for the planning and construction of statewide coastal protection projects.

Facility Planning and Control is requesting that the appropriation payable from Interagency Transfers in Act 2 of 2025 be increased by $21,000,000 for a total of $88,550,140. The increase will allow the Wet Belle Headland Repair project, which was heavily damaged by Hurricane Zeta, to proceed and go to bid.

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

Sincerely,

Matthew Baker
Director, Facility Planning & Control

Approved: _____
Taylor F. Barras
Commissioner of Administration

cc: Candace Oby, CPRA
Margaret Hill, FP&C
Janelle Kirvin, FP&C

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
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December 4, 2025

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

Re: University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Heath and Other Issues
Non-State Project – East Baton Rouge
Project No: 50-NQN-20-01 / F.50001387

Dear Representative Womack:

In accordance with R.S. 39:126 any change order in excess of two hundred and fifty thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review and approval prior to being executed. Pursuant to this authority, Facility Planning & Control is formally requesting review and approval of a change order for the subject project.

The additive Change Order #3 will be a not-to-exceed cost of $700,000.00 and is necessary to complete the work.

As there is no other viable solution, we respectfully request approval of a change order over $250,000.00 to complete the much needed repairs.

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

Sincerely,

Matthew Baker
Director, Facility Planning & Control

Approved: _____
Taylor Barras
Commissioner of Administration

JLCB Summary
Approval of Change Orders over $250,000

Non-State Capital Outlay Project
East Baton Rouge
University Lakes Restoration Project to Address Flood Control, Environmental, Safety, Heath and Other Issues
Planning and Construction (East Baton Rouge)

Project No: 50-NQN-20-01, F.50001387

Site Code: N/A
State ID: N/A
Date of Contract: June 4, 2025

Original Contract Amount:	**$10,724,403.38**
Changes by Previous Change Orders:	
Change Order 01:	**$13,813.76 (State not Participating)**
Change Order 02:	**$67,568.18 (State not Participating)**
Current Contract Sum:	**$10,805,785.32**
Contract Amount Increased by this Change Order:	
Proposed Change Order No. 03	**$700,000.00 (Pending Execution)**
Proposed Contract Sum (After CO #03):	**$11,505,785.32**

Proposed Change Oder No. 3 is intended to increase the amount of the contract by a maximum of $700,000.00. This is intended to address the realignment and improvements of May Street, specifically, the change order scope will consist of refilling a channel and rebuilding the surcharge for an approach slab, including two new piles and reactivating the channel due to a channel slope failure.

RS 24:653

§653. Duties and functions

A. The committee shall make such study and examination of the matters pertaining to the budgeting and fiscal affairs of the state and its political subdivisions, their funds, revenues, expenditures, and any other financial affairs of the state and of its political subdivisions as may be deemed desirable by the committee or the legislature. The committee may also study and examine all requests for professional, personal, social service, and consulting service contracts to determine the impact of privatizing state government programs, functions, or activities. The committee shall make such reports of its findings and recommendations with regard to such matters to the legislature upon its request or as is deemed advisable by the committee.

B. Prior to and during each regular session of the legislature, the joint committee may make such studies and hold such hearings with respect to budget requests or statements and with respect to the executive budget as it shall deem appropriate and are necessary to carry out its duties and functions.

C. Following the review, analysis, and study of the proposed executive budget, the committee shall submit its findings and recommendations thereon to the members of the legislature not later than two weeks prior to each regular session of the legislature.

D. The committee shall make such continuing study and examination of matters pertaining to the budgeting of the state revenues and their expenditures, and the fiscal affairs of the state and its agencies, and shall make quarterly reports and recommendations to the legislature and such other reports as the committee or the legislature deems advisable.

E. The committee shall interpret the legislative intent respecting all fiscal and budgetary matters of the state and conduct general oversight and review of the budget execution processes of the various budget units and other agencies of the state when necessary.

F. The committee shall study, review, and approve or disapprove all transfers of funds from one program specified in the allotments established in each agency's budget to another program. Except as provided in R.S. 39:73 and 87.4, no transfer of funds from one program specified in the allotments in an agency's budget to another shall be made without prior approval of the committee.

G. The committee shall have the full power and authority to adopt rules and regulations prescribing and governing its procedures, policies, meetings, and any and all other activities relating to its functions and duties, including the power and authority to issue binding directives to agencies concerning the proper and efficient execution of their respective budgets as same were approved by the legislature.

H.(1) The committee shall have a litigation subcommittee which shall monitor and study the amounts of state funds required to pay judgments and compromises arising out of lawsuits against the state, its departments, and, with respect to payment of state funds as insurance premiums, the insurers thereof. The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the litigation subcommittee.

(2) No attorney representing the state or any of its departments or agencies or any of its employees entitled to indemnification under R.S. 13:5108.1 shall sign any compromise or settlement which obligates the state to pay five hundred thousand dollars or more without prior consultation with the attorney general and the members of the litigation subcommittee. The consultation with the members of the litigation subcommittee shall occur in executive session.

(3)(a) At the request of the litigation subcommittee, any department, agency, board, commission, educational institution, or other state entity entitled to indemnification by the state or any employer of an employee entitled to indemnification under R.S. 13:5108.1 shall report on any corrective measures or actions taken to mitigate state risk exposure if the litigation subcommittee determines that such a report is necessary after consideration of a compromise or settlement of litigation.

(b) A meeting of the litigation subcommittee to receive a report from a state entity on corrective measures or actions pursuant to this Paragraph shall occur only after the subject litigation has been concluded. The litigation subcommittee may require that any indemnified state entity or employer of an indemnified employee appear at one or more meetings of the litigation subcommittee to discuss and report on corrective measures or actions.

(c) Any information provided by a state entity pursuant to this Paragraph may only be presented in executive session, and any documentation prepared or compiled by the state entity pursuant to this Paragraph shall not be subject to disclosure pursuant to the Public Records Law set forth in R.S. 44:1 et seq.

I. The committee shall have the authority to nullify a penalty applied by the office of risk management relative to a state agency which has failed to receive certification after undergoing a loss prevention audit, as provided in R.S. 39:1536(B).

J. The committee may establish a subcommittee to execute its duties relative to oversight of performance-based budgeting under the Louisiana Government Performance and Accountability Act, as provided in Subpart D of Part II of Chapter 1 of Subtitle I of Title 39 of the Louisiana Revised Statutes of 1950. When the subcommittee acts on behalf of the committee, the chairman of the subcommittee shall provide to each member of the committee a summary report of the subcommittee's action.

K.(1) In the conduct of its responsibility to discharge the constitutional fiscal and budgetary responsibilities of the Louisiana Legislature, the committee shall consider the operating budgets of public entities and salaries of particular public officials which by law require the approval of the committee in accordance with the following:

(a) The committee shall consider operating budgets in advance of the beginning of a subject entity's fiscal year. If the committee finds that the entity has failed to receive the required approval, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any amount contained within that budget. The committee may also adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants. If the committee determines that an entity whose operating funds are administered outside of the state treasury has failed to receive the required approval of its budget, either by failure to appear or by committee disapproval of its budget, the committee may adopt a resolution to that effect, and any expenditure of public monies by such entity shall constitute a violation of the provisions of Article VII, Section 14 of the Constitution of Louisiana.

(b) The consideration of salaries of public officials that by law require the approval of the committee shall occur prior to the execution of any employment contract for that official. The state shall not be liable for any payment of such salary if the salary has not been approved by the Joint Legislative Committee on the Budget. The committee shall have the authority to adopt a resolution to direct the commissioner of administration and the state treasurer to deny any warrant or payment of money from the state treasury for any monies related to the payment of the salary at issue. The committee is also authorized to adopt a resolution to direct the commissioner of administration and state treasurer to recommence the acceptance of warrants.

(2) The provisions of this Section shall have no effect on the provisions of any contract which is in effect prior to July 1, 2008.

(3) Notwithstanding any contrary provision of law, the chairman of the Joint Legislative Committee on the Budget may grant an entity, for good cause shown, an extension of time, not to exceed thirty days, to comply with the provisions of this Subsection, and the Joint Legislative Committee on the Budget may grant an additional extension of time.

L.(1)(a) Upon receipt of the reports from the various departments within the executive branch of state government as provided by R.S. 36:8(A)(6) and the public postsecondary education management boards as provided by R.S. 17:3130(C) and 3351(F), the Joint Legislative Committee on the Budget shall transmit the reports to the legislative fiscal office for review and analysis and may conduct hearings to review the reports.

(b) The legislative fiscal office shall review the reports and perform any additional analysis of the reports that is necessary to provide an accurate actual estimate as compared to the fiscal note as the bill was enacted.

(2) The reports required to be submitted under this Section shall be in a manner as prescribed by the chairman of the Joint Legislative Committee on the Budget and shall be accompanied by such other information as the chairman may require. At a minimum, the report shall present the differences between the original estimate as the bill was enacted and the actual current revenues or expenditures. Depending upon the scope of the original legislation, the comparisons between the fiscal note as the bill was enacted and the actual amounts shall include but not be limited to tax increases, decreases, fee increases and repeals, tax exemptions, suspensions, credits, rebates, exclusions, and deductions, among others.

(3) No later than February first of each year, the committee shall report its findings in a public meeting relative to any legislation that has been enacted that affects state revenues, public postsecondary education management boards and the related institutions or the various departments and the related entities and that legislation has a fiscal impact which has increased by the amount of one million dollars or more over the amount of the fiscal note as the bill was enacted. The review and analysis shall also examine the receipt, expenditure, allocation, dedication, or means of financing to determine specifically how the increases impact state revenue, the departments, agencies, boards, commissions, and like entities within the executive branch of state government, as well as among the public postsecondary education institutions of the state. The Joint Legislative Committee on the Budget shall transmit copies of the final report to the governor, the president of the Senate, and the speaker of the House of Representatives, and distribute a copy to each member of the legislature.

M.(1) All economic and financial reports for projects submitted in conjunction with the request for approval of the Joint Legislative Committee on the Budget in excess of a total state commitment of ten million dollars for the term of the project shall provide the following information:

(a) Inclusion of all input information, data, and assumptions, including but not limited to data sources, economic growth assumptions, and an assessment/basis of the reasonableness of each.

(b) A description of the analytical model employed for the report and how each input was utilized with that model.

(c) Results in terms of value-added, household earnings, and employment, and a description of each concept.

(d) Results by industry sector, with an assessment of possible adverse effects on sectors that compete with the subsidized company for in-state customers.

(e) Explicit identification of the project's effect on direct expenditure requirements in the state budget or any reduction in taxes or state revenues, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

(f) An additional assessment by the secretary of the Department of Economic Development regarding the extent to which the project would not have occurred but for the proposed state financial support. The secretary's assessment shall reference other business factors which contributed to the project activity occurring and factors which will be required for ongoing sustainability including but not limited to labor, transportation, energy, among others.

(g) Cost/benefit comparisons of the incentives in the package compared to the costs in the package shall be for the same period of time or the same term, both for the direct benefits to the state as well as the indirect benefits to the state.

(2)(a) The department shall submit the request for Joint Legislative Committee on the Budget approval of the project with the analysis to the committee for its review at least seventeen business days, or as permitted by the chairman, prior to the meeting for which the department is seeking the committee's approval. In the event that the chairman specifies a request submission period that is less than seventeen business days, the chairman shall notify all members of the committee of the revised submission time period. Presentation of the information required shall be in a format developed by the department in consultation with the Legislative Fiscal Office and the Joint Legislative Committee on the Budget.

(b) Upon receipt of the request, the Joint Legislative Committee on the Budget shall transmit the report to the legislative fiscal office for evaluation of the department's assessment and the legislative fiscal office shall make such information available to the committee during its review.

(3) For the purposes of this Section and notwithstanding any other provision of law to the contrary, "project" shall mean any public-private partnership, agreement with a nonpublic party, lease, cooperative endeavor agreement, memorandum of understanding, or other contractual agreement which would result in or is expected to result in the obligation of state resources or the expenditure of revenues from the operation, management, or control of a state resource for the purposes of engendering economic growth or development in the state through the utilization of certain incentives, including but not limited to tax exemptions, exclusions, deductions, reductions, repeals, rebates, incentives, abatements, or credits.

N.(1) The committee shall have a dedicated fund review subcommittee which shall review and make recommendations on special funds in the state treasury that dedicate state revenue.

(2) The committee, by its own rules, motions, or resolutions, shall provide for the size, membership, appointment, all administrative matters, and the delegated powers and duties of the dedicated fund review subcommittee. The committee shall provide that the membership of the subcommittee is bipartisan and diverse.

(3) No later than September 1, 2017, and every two years thereafter, the committee shall provide for the dedicated fund review subcommittee.

(4) The dedicated fund review subcommittee shall conduct the review of special funds and submit recommendations to the committee as required in R.S. 49:308.5.

Added by Acts 1976, No. 538, §3, eff. March 10, 1980. Acts 1984, No. 694, §1; Acts 1997, No. 738, §1; Acts 1997, No. 1465, §1, eff. July 15, 1997; Acts 1998, 1st Ex. Sess., No. 11, §1; Acts 2001, No. 894, §1, eff. June 26, 2001; Acts 2008, No. 842, §1, eff. July 8, 2008; Acts 2010, No. 861, §10; Acts 2013, No. 96, §2, eff. July 1, 2013; Acts 2014, No. 704, §1, eff. July 1, 2014; Acts 2017, No. 355, §1, eff. June 22, 2017; Acts 2018, No. 612, §8, eff. July 1, 2020; Acts 2019, No. 404, §16; Acts 2023, No. 291, §1.

NOTE: See Acts 2019, No. 404, §§16 and 20 regarding the repeal of certain changes made to R.S. 24:653(N)(3) in Acts 2018, No. 612.

NOTE: See Acts 2018, No. 612 and Acts 2019, No. 404 providing for the effects of the conversion of certain dedicated funds to special statutorily dedicated fund accounts.

Items for Consideration - December 10, 2025 Water Sector Commission Meeting						
Round	**Subrecipient Number**	**Entity**	**Type**	**Comments**	**Previous Actions**	**Results**
Requests for Deadline Extensions						
Phase 1 - Round 1 & 2; Phase 2	LAWSP10485 LAWSP10845 LAWSP10847 LAWSP10974 LAWSP2251165	St. Tammany Parish	Water Sewer	Request a 5 month extension from the implementation date of 5/13/26 to increase rates recommended by their Rate Study. New due date requested is 10/1/26.		
Requests for Additional Funding and Match Commitment Change						
Phase 1	LAWSP10489	Town of Livingston	Water	Request for $313,958 in additional WSP funding and increase Local Match by $104,653. Local Match would increase from $1,638,750 to $1,743,403 to maintain the local match at 33.33%. Original WSP grant amount of $4,916,250 would increase to $5,230,208 an increase of 6.39%. JLCB approval is required.		
Phase 1	LAWSP10757	St. Bernard Parish	Sewer	St. Bernard Parish is amending the request from the November 19th meeting. They are now requesting $2,598,034 in additional WSP funds. Their local match would increase from $3,450,000 to $4,167,190, which results in a local match decrease from 51.3% to 44.67%. Original grant amount of $6,731,368 would increase to $9,329,402, an increase of 38.60%. JLCB approval is required.		

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

October 27, 2025

TO: Theresa Delafosse, Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment 5 to contract Leaaf Environmental LLC
LaGov PO: 2000590641

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.

Docusign Envelope ID: 021C8670-92D0-488A-A143-6C2C077A9F7E

LaGov No. 2000590641
Amendment No. 5

AMENDMENT TO THE CONSULTING SERVICES CONTRACT BETWEEN
STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
(Hereinafter referred to as "Department")

AND

Leaaf Environmental, LLC
2301 Whitney Avenue
Gretna, LA 70056
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from January 31, 2026 to July 31, 2026 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **August 1, 2021** through **January 31, 2026** as the State exercised an option to extend for up to 24 additional months at the same rates, terms and conditions of the initial contract term, with the approval of the Joint Legislative Committee on the Budget. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Change To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **August 1, 2021** through **July 31, 2026** as the State exercised an option to extend for up to 24 additional months at the same rates, terms and conditions of the initial contract term, with the approval of the Joint Legislative Committee on the Budget. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,093,000.00, an increase of $60,000.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

Change From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,033,000.00**. Work performed by the Contractor

Docusign Envelope ID: 021C8670-92D0-488A-A143-6C2C077A9F7E

during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Change To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,093,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of fund 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.

Change To:

6. 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

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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.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

This amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 28th day of October, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 10/28/2025
29A252608408416...
Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

Signed by:
Jesse Hoppes 10/28/2025
3E0044A746C041A...
Jesse Hoppes, PG, MBA
Leaaf Environmental, LLC

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

October 29, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – Terracon Consultants, Inc.
LaGov PO#: 2000717176

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.

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LaGov No. 2000717176
Amendment No. 2

AMENDMENT TO THE CONSULTING SERVICES CONTRACT BETWEEN
STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
(Hereinafter referred to as "Department")

AND

Terracon Consultants, Inc.
2822 O'Neal Lane, Building B
Baton Rouge, LA 70816
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from January 31, 2026 to January 31, 2028 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **January 31, 2026**. With all proper approvals and concurrence with the Contractor, the Department 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. Prior to the extension of the contract beyond a 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 a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Change To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **January 31, 2028** as the Department has exercised an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, with approval by the Joint Legislative Committee on the Budget (JLCB). The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,155,750.00, an increase of $212,750.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

Docusign Envelope ID: FA4DCFA5-BBFB-46D9-AFEA-0AD815E6CC41

Change From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$943,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Change To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,155,750.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of fund 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.

Change To:

6. 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,

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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.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

This amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 3rd day of November, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 11/3/2025
29A252008408416...
Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

DocuSigned by:
Zack L. Dial, P.E. 10/31/2025
716B8B82E33B428...
Zack L. Dial
Manager Regional Services
Terracon Consultants, Inc.

Office of State Procurement
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

October 29, 2025

TO: Theresa Delafosse
Undersecretary
Department of Environmental Quality

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

RE: OSP Pre-Approval for JLCB
Amendment #2 to contract – PPM Consultants, Inc.
LaGov PO#: 2000717177

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.

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LaGov No. 2000717177
Amendment No. 2

AMENDMENT TO THE CONSULTING SERVICES CONTRACT BETWEEN
STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
(Hereinafter referred to as "Department")

AND

PPM Consultants, Inc.
1600 Lamy Lane
Monroe, LA 71201
(Hereinafter referred to as "Contractor")

The Parties have agreed to extend the terms for fulfillment of services to be performed under this contract from January 31, 2026 to January 31, 2028 and to that end Article 2 entitled CONTRACT TERM is amended to read as follows:

Change From:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **January 31, 2026**. With all proper approvals and concurrence with the Contractor, the Department 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. Prior to the extension of the contract beyond a 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 a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Change To:

The term for the fulfillment of services to be performed pursuant to this contract shall be from **February 1, 2023** through **January 31, 2028** as the Department has exercised an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, with approval by the Joint Legislative Committee on the Budget (JLCB). The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Further, the parties have agreed to set the maximum amount paid to the Contractor by the Department under this contract at $1,155,750.00, an increase of $122,750.00 over the existing contractual amount, and to that end Article 5 entitled PAYMENT TERMS, 1st paragraph is amended to read as follows:

Docusign Envelope ID: ECF5C411-0BCD-4BB9-ACD0-1293B77AE2EF

Change From:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,033,000.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Change To:

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of **$1,155,750.00**. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

Further, by mutual consent of both parties to this Contract, Article 6 entitled FISCAL FUNDING is amended and renamed as follows:

Change From:

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of fund 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.

Change To:

6. 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,

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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.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

This amendment contains all revised terms and conditions agreed upon by contracting parties. All other terms and conditions of the contract shall remain the same.

This amendment entered into this 3rd day of November, 2025, at Baton Rouge, Louisiana.

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Signed by:
Theresa Delafosse 11/3/2025
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Theresa Delafosse
Undersecretary
Office of Management and Finance

CONTRACTOR:

DocuSigned by:
Shawn P. Ivey 11/3/2025
B3FE46B2BD3B4AC...
Shawn P. Ivey
PPM Consultants, Inc.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

November 20, 2025 Meeting of the Joint Legislative Committee on the Budget

CaremarkPCS Health, L.L.C.

Pharmacy Benefit Manager Services
Emergency Contract Amendment No. 2 Overview

CaremarkPCS Health, L.L.C.

Pharmacy Benefit Manager Services Emergency Contract Amendment No. 2 Overview

Contract Purpose	To provide PBM services for certain self-funded health plans offered by OGB.
Eligible Participants	Members who are enrolled in OGB's Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans.
PBM Members as of 11/1/2025[1]	199,041
Emergency Contract Term	01/01/2025 – 12/31/2025
Current Emergency Contract Maximum Payable Amount	$890,909,555.00
Emergency Contract Maximum Payable Amount After this Amendment	$980,909,555.00

[1] Based on 11/1/2025 member participation counts for the Magnolia Open Access, Magnolia Local, Magnolia Local Plus, and Pelican HRA1000 plans.

Purchase Order #2000887026
Amendment #2

Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

CaremarkPCS Health, L.L.C. ("CVS Caremark")
One CVS Drive
Woonsocket, RI 02895

CHANGE FROM:

5.0 Payment Terms

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay the Contractor as follows:

OGB will pay the Contractor a maximum fee of Eight Hundred Ninety Million, Nine Hundred Nine Thousand, Five Hundred Fifty-five Dollars ($890,909,555) for work performed during the term of the Emergency Contract. This fee is inclusive of travel and all Contract-related expenses.

Payments are predicated upon successful completion by the Contractor and written approval by OGB of the described Scope of Work and Deliverables as provided in the Emergency Contract. The Contractor will not be paid more than the maximum amount of the Emergency Contract. OGB will make no payments on banking or State Holidays.

The Contractor may invoice OGB at the billing address designated by the State. Invoices shall include the Emergency Contract and order number, using department and services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the Contract Monitor.

CHANGE TO:

5.0 Payment Terms

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay the Contractor as follows:

OGB will pay the Contractor a maximum fee of Nine Hundred Eighty Million, Nine Hundred Nine Thousand, Five Hundred Fifty-five Dollars ($980,909,555) for work performed during the term of the Emergency Contract. This fee is inclusive of travel and all Contract-related expenses.

Payments are predicated upon successful completion by the Contractor and written approval by OGB of the described Scope of Work and Deliverables as provided in the Emergency Contract. The Contractor will not be paid more than the maximum amount of the Emergency Contract. OGB will make no payments on banking or State Holidays.

The Contractor may invoice OGB at the billing address designated by the State. Invoices shall include the Emergency Contract and order number, using department and services purchased.. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the Contract Monitor.

Effective Date of the Amendment: 11/1/2025

Justification for Amendment:

- **Adjusts the maximum payable amount to reflect the additional Ninety Million Dollars ($90,000,000)**

No Amendment shall be valid until it has been executed by all parties and by the Office of State Procurement, Division of Administration.

All provisions of the existing Contract except as modified herein shall remain in full force and effect. Any conflict between the Contract and this Amendment regarding their subject matter of this Amendment shall be resolved in favor of this amendment

This Amendment contains all revised terms and conditions agreed upon by contracting parties.

*****

IN WITNESS WHEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

BY: Heath Williams

NAME: Heath Williams

TITLE: CEO

DATE: 11/7/25

CAREMARKPCS HEALTH, L.L.C.

BY: _____

NAME: Cheryl Byron

TITLE: Vice President, Employer Sales

DATE: 11/6/2025

LEGAL REVIEW

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

November 20, 2025 Meeting of the Joint Legislative Committee on the Budget

HMO Louisiana, Inc.

Fully Insured Medicare Advantage Plan
Emergency Contract Amendment No. 3 Overview

HMO Louisiana, Inc.

Fully Insured Medicare Advantage Plan Emergency Contract Amendment No. 3 Overview

Contract Purpose	To offer a Medicare Advantage plan including Medicare Part D prescription drug benefits for Medicare eligible retirees.
Eligible Enrollees	Retired employees of the State of Louisiana and other OGB-participating entities who are enrolled in Medicare Parts A and B.
Membership Count as of 11/1/2025	2,297
Original Emergency Contract Term	01/01/2024 – 12/31/2024
Emergency Contract Extensions Exercised	12 Months
Current Emergency Contract Term	01-01-2024 – 12/31/2025
Emergency Contract Term After this Amendment	01-01-2024 – 12/31/2026
Original Emergency Contract Maximum Payable Amount	$3,181,000.00
Current Emergency Contract Maximum Payable Amount	$12,379,000.00
Emergency Contract Maximum Payable Amount After this Amendment	$20,503,000.00
Administrative Fee	$10.00 per Primary Plan Participant per Month, Payable to OGB (no change from 2025)
Number of Plans Offered	One (no change from 2025)
Statewide or Regional Premium Rates	Regional Premium Rates (see rates on page 3)

HMO Louisiana, Inc.

Fully Insured Medicare Advantage Plan Emergency Contract Amendment No. 3 Overview

HMO Louisiana Blue Advantage HMO Medicare Advantage Plan	2025 Total Monthly Premiums	2026 Total Monthly Premiums	$ Change	% Change
Region 1				
Enrollee Only	$204.00	$259.00	$55.00	27.0%
Enrollee + Spouse	$408.00	$518.00	$110.00	27.0%
Region 2				
Enrollee Only	$232.00	$246.00	$14.00	6.0%
Enrollee + Spouse	$464.00	$492.00	$28.00	6.0%
Region 3				
Enrollee Only	$208.00	$268.00	$60.00	28.8%
Enrollee + Spouse	$416.00	$536.00	$120.00	28.8%
Region 4				
Enrollee Only	$208.00	$218.00	$10.00	4.8%
Enrollee + Spouse	$416.00	$436.00	$20.00	4.8%
Region 5				
Enrollee Only	$259.00	$334.00	$75.00	29.0%
Enrollee + Spouse	$518.00	$668.00	$150.00	29.0%
Region 6				
Enrollee Only	$259.00	$295.00	$36.00	13.9%
Enrollee + Spouse	$518.00	$590.00	$72.00	13.9%
Region 7				
Enrollee Only	$259.00	$295.00	$36.00	13.9%
Enrollee + Spouse	$518.00	$590.00	$72.00	13.9%
Region 8				
Enrollee Only	$259.00	$295.00	$36.00	13.9%
Enrollee + Spouse	$518.00	$590.00	$72.00	13.9%
Region 9				
Enrollee Only	$244.00	$322.00	$78.00	32.0%
Enrollee + Spouse	$488.00	$644.00	$156.00	32.0%

Region 1: Orleans, Saint Bernard, Plaquemines and Jefferson Parishes
Region 2: East Baton Rouge, West Baton Rouge, Livingston, Ascension, Iberville, Pointe Coupee, East Feliciana and West Feliciana Parishes
Region 3: Lafourche, Saint John, Saint Charles, Saint James, Assumption and Terrebonne Parishes
Region 4: Lafayette, Evangeline, Saint Landry, Acadia, Saint Martin, Iberia, Vermilion and Saint Mary Parishes
Region 5: Beauregard, Allen, Calcasieu, Jefferson Davis and Cameron Parishes
Region 6: Vernon, Sabine, Natchitoches, Winn, Grant, Rapides, LaSalle, Catahoula, Concordia and Avoyelles Parishes
Region 7: Caddo, Bossier, Webster, Claiborne, Bienville, Red River and DeSoto Parishes
Region 8: Ouachita, Union, Lincoln, Jackson, Caldwell, Richland, Morehouse, Franklin, West Carroll, East Carroll, Madison and Tensas Parishes
Region 9: Washington, Saint Tammany, Saint Helena and Tangipahoa Parishes

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Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

HMO Louisiana, Inc.
Subsidiary of Blue Cross and Blue Shield of Louisiana
5525 Reitz Avenue, Baton Rouge, LA 70809

CHANGE FROM:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2025, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by the Office of State Procurement. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to any extension of the Emergency Contract, at the same administrative fee, terms and conditions, prior approval from OSP to extend the Emergency Contract further shall be obtained. Rates charged by Contractor may be revised each twelve (12) month period. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE TO:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2026, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by the Office of State Procurement. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to any extension of the Emergency Contract, at the same administrative fee, terms and conditions, prior approval from OSP to extend the Emergency Contract further shall be obtained. Rates charged by Contractor may be revised each twelve (12) month period. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $12,379,000.00 (Twelve Million Three Hundred Seventy Nine

Docusign Envelope ID: 1A966A50-E60B-44AC-9EB7-B6F342950D1F

Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Emergency Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their Plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of $10.00 for each HMO Primary Plan Participant. The administrative fee will be paid directly to OGB for each Primary Plan Participant and shall not be included in the premium charged. Should OGB make retroactive changes to the covered HMO Primary Plan Participants, OGB shall refund to Contractor any administrative fees paid by Contractor to OGB for those Primary Plan Participants. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

The Contractor will invoice OGB on the 1st day of each month for payment of premiums for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $20,503,000.00 (Twenty Million Five Hundred Three Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Emergency Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their Plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of $10.00 for each HMO Primary Plan Participant. The administrative fee payment will be delivered directly to OGB by the last day of the month for each Primary Plan Participant for the previous month, and shall not be included in the premium charged. Should OGB make retroactive changes to the covered HMO Primary Plan Participants, OGB shall refund to Contractor any administrative fees paid by Contractor to OGB for those Primary Plan Participants. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

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The Contractor will invoice OGB before close of business on the fifth business day of the month for which premiums apply for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE FROM:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. OGB and Contractor shall mutually agree to any modifications to the performance guarantees each Contract year. The amount at risk shall not exceed 6.25%, or cumulatively 25% of fifteen (15%) percent (representing the administrative and margin portion) of total annual premium at risk. Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit. OGB agrees to provide Contractor with sixty (60) days advance written notice prior to commencement of the performance guarantee audit.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law. If performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the measurement period.

Additional Measurement Period: January 1, 2025 – December 31, 2025

CHANGE TO:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. OGB and Contractor shall mutually agree to any modifications to the performance guarantees each Contract year. The amount at risk shall not exceed 6.25%, or cumulatively 25% of fifteen (15%) percent (representing the administrative and margin portion) of total annual premium at risk. Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit. OGB agrees to provide Contractor with sixty (60) days advance written notice prior to commencement of the performance guarantee audit.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law. If performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the measurement period.

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Additional Measurement Period: January 1, 2025 – December 31, 2025

Additional Measurement Period: January 1, 2026 – December 31, 2026

CHANGE FROM:

4.3 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirement of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Emergency Contract, or if such appropriation is reduced by the veto of the Governor or 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 Emergency Contract, the Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

CHANGE TO:

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency 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 Emergency Contract, this Emergency 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, this Emergency Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of this Emergency Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to this Emergency 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 this Emergency Contract.

CHANGE FROM:

20 INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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

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Organization Control ("SOC") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2025, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or independent internal audit report.

The cost of such independent assurances will be borne solely by Contractor. 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. The Contractor shall supply the State/OGB with an exact copy of the report within (30) calendar days of receipt of the audit. 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.

CHANGE TO:

20 INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2026, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or independent internal audit report. If any of these alternatives reviews are used in lieu of a SSAE 18 engagement, the review(s) must occur within the period that the Emergency Contract is in effect,

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and it must be documented in the resulting report and evident that scope of the independent review included the specific controls and processes for which the Contractor is providing for OGB.

The cost of such independent assurances will be borne solely by Contractor. 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. The Contractor shall supply the State/OGB with an exact copy of the report within (30) calendar days of receipt of the audit. 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.

CHANGE FROM:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To HMO Louisiana, Inc.: Sheldon Faulk, SVP and COO
HMO Louisiana, Inc.
5825 Reitz Avenue
Baton Rouge, LA 70809

and

Lou Patalano, SVP and CLO
HMO Louisiana, Inc.
5825 Reitz Avenue
Baton Rouge, LA 70809

To OGB: David W. Couvillon, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

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At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE TO:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To HMO Louisiana, Inc.: Paul Gray, Vice President MA Performance &Business Process
HMO Louisiana, Inc.
5825 Reitz Avenue
Baton Rouge, LA 70809
and
Lou Patalano, SVP and CLO
HMO Louisiana, Inc.
5825 Reitz Avenue
Baton Rouge, LA 70809

To OGB: Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

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CHANGE FROM:

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ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not be limited to, the following:

- **Financial Experience:** Premium Income and Claims Utilization Experience.
- **Average Speed to Answer:** Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
- **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
- **Inquiry Timeliness**: Percentage of inquiries answered within 7 business days.
- **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
- **Claims Accuracy:** Percentage of claims paid correctly the first time.
- **Claims Process Time:** Percentage of electronic and non-electronic claims paid within 30 days of receipt.
- **Eligibility Posting Timeliness**: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- **ID Card Timeliness**: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
- **PCP Turnover Rate**: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
- **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30 of each year of the Emergency Contract and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of each quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year 2024 and calendar year 2025, respectively.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- One hundred and twenty days (120) prior to January 1, 2025, January 1, 2026, and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows

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how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

CHANGE TO:

ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not be limited to, the following:

- **Financial Experience:** Premium Income and Claims Utilization Experience.
- **Average Speed to Answer:** Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
- **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
- **Inquiry Timeliness**: Percentage of inquiries answered within 7 business days.
- **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
- **Claims Accuracy:** Percentage of claims paid correctly the first time.
- **Claims Process Time:** Percentage of electronic and non-electronic claims paid within 30 days of receipt.
- **Eligibility Posting Timeliness**: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- **ID Card Timeliness**: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
- **PCP Turnover Rate**: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
- **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30 of each year of the Emergency Contract and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of each quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar years 2024, 2025, and 2026, respectively.

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- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- One hundred and twenty days (120) prior to January 1, 2025, January 1, 2026 and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

ADDITION:

ADDENDUM TO EMERGENCY CONTRACT: ADDITIONAL PROVISION

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 50 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.

REPLACE:

ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE

ATTACHMENT V: RECORDS RETENTION SCHEDULE

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Effective Date of Amendment: October 1, 2025

Justification for Amendment:

- Extends the term of the Emergency Contract for an additional twelve (12) months, at the same terms and conditions of the initial contract, to December 31, 2026.
- Increases the maximum payable amount to $20,503,000.
- Provides additional measurement periods for Performance Guarantees for calendar year 2026.
- Provides date to submit request to OGB for submission of alternative independent assurance report for calendar year 2026.
- Provides due date for submission of independent assurance report for calendar year 2026.
- Provides date for submission of rate renewal report and actuarial certification for calendar year 2026.
- Provides administrative fee and premium rates for calendar year 2026.

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration.

All other provisions of the Emergency Contract shall remain in full force and effect. Any conflict between the Emergency Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

BY: Signed by: Heath Williams 21C3CF4BDC4F403...

NAME: Heath Williams

TITLE: Chief Executive Officer

DATE: November 12, 2025 | 11:33 AM CST

HMO LOUISIANA, INC.

BY: Signed by: Paul Gray 201CF67A54844CA...

NAME: Paul Gray

TITLE: VP of Medicare Advantage Performance & Business Process

DATE: October 29, 2025 | 11:22 AM CDT

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ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE (REVISED)

All pricing is fully burdened and inclusive of travel and all Emergency Contract-related expenses. Commissions or finder's fees are not payable under this Emergency Contract.

Administrative Fee

Monthly Administrative Fee Per Primary Plan Participant Per Month
$10.00

Regional Premium

Premium rates proposed for each twelve (12)-month period must be approved by the Centers for Medicare and Medicaid Services (CMS). Additionally, for each twelve (12)-month period, the Contractor must document, through a written certification from its actuary, that the proposed rates for each twelve (12)-month period are calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and are neither excessive nor deficient.

Parishes Included in OGB Region 1	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$174.00
1/1/2025 – 12/31/2025	$204.00
1/1/2026 – 12/31/2026	$259.00

Parishes Included in OGB Region 2	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$217.00
1/1/2025 – 12/31/2025	$232.00
1/1/2026 – 12/31/2026	$246.00

Parishes Included in OGB Region 3	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$197.00
1/1/2025 – 12/31/2025	$208.00
1/1/2026 – 12/31/2026	$268.00

Parishes Included in OGB Region 4	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$197.00
1/1/2025 – 12/31/2025	$208.00
1/1/2026 – 12/31/2026	$218.00

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Parishes Included in OGB Region 5	**Fixed Monthly Premium, Per Plan Participant Per Month**
1/1/2024 – 12/31/2024	$227.00
1/1/2025 – 12/31/2025	$259.00
1/1/2026 – 12/31/2026	$334.00

Parishes Included in OGB Regions 6, 7, and 8	**Fixed Monthly Premium, Per Plan Participant Per Month**
1/1/2024 – 12/31/2024	$227.00
1/1/2025 – 12/31/2025	$259.00
1/1/2026 – 12/31/2026	$295.00

Parishes Included in OGB Region 9	**Fixed Monthly Premium, Per Plan Participant Per Month**
1/1/2024 – 12/31/2024	$212.00
1/1/2025 – 12/31/2025	$244.00
1/1/2026 – 12/31/2026	$322.00

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ATTACHMENT V: RECORDS RETENTION SCHEDULE

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Indicate Use of Form
__ORIGINAL SUBMISSION
_X_RENEWAL
__REPLACEMENT PAGE
__ADDENDUM PAGE

Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued.*
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued. *
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
4	Group Benefits Policy & Planning Board Reports	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created. *
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted. *

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Lettice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

Indicate Use of Form
__ORIGINAL SUBMISSION
_x_RENEWAL
__REPLACEMENT PAGE
__ADDENDUM PAGE

Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which created*
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received*
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received*
4	Official Premium Rate Schedules	LOA + 10 CY	0	LOA + 10 CY	P	R	N	V	
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
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Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Records Retention Schedule

SSARC-932 (09/20)

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration -- Communications

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Annual Enrollment Member Guides	LOA + 10 CY	0	LOA+10 CY	P	R	N	V	
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
3	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
4	Agency/Member Memos on OGB Policies/Procedures Changes	LOA + 10 CY	0	LOA+ 10 CY	P	R	N	V	
5	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created*
6	Publications	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
7	Designation Forms (OGB Coordinator, OGB Additional Agency Contacts) (GB-74, GB-76)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

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State Records Center Use
Y – Yes
N - No

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Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency*
2	OGB Employee Safety Meetings Training Materials & Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervision ends*
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received*
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
7	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*
8	**Records Management Files:** Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
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I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Agency Approval — 6/9/25 Date Signed — Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated*
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends*

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	OGB Member Collections Notices & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	OGB Member Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Designation Forms (Agency Master User, Eligibility/eEnrollment Contact) (GB-75, GB-78)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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State Records Center Use
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Agency Abbreviations
OGB = Office of Group Benefits

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Correspondence	LOA + 10 CY	0	LOA + 10 CY	C	A	N	V	
2	**Daily Work Papers**: includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created *
3	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*

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Archival Processing Codes
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O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received *
7	Health Savings Account Enrollment & Payroll Deduction Election/Changes (GB-79 Forms)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	TPA Health and Pharmacy Claims (including supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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N - No

Vital Record Identification Code
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Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	LOA + 10 CY	0	LOA+ 10 CY	C	R	N	V	

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Agency Abbreviations
OGB = Office of Group Benefits

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	LOA + 10 CY	0	LOA+ 10 CY	M	R	N	V	

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State Records Center Use
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N – No

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Agency Abbreviations
OGB = Office of Group Benefits
TPA = Third Party Administrator

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Invoicing

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Reconciled Invoices with Payment Record	PERM	0	PERM	M	R	N	V	*

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Compliance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Section 111 Reporting Documents and Reports: mandated by the Centers for Medicare and Medicaid Services (CMS). Includes research, communication with CMS, internal communication, reports, working files	PERM	0	PERM	M	R	N	V	
2	Administrative Procedures Act Documents and Reports	PERM	0	PERM	P	R	N	V	
3	Mandated Legislative Reports and Regulations	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = Until end of CY report is submitted (*Regulations that become OGB policy and procedure may become permanent records*)
4	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received.*

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State Records Center Use
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Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

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Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

Indicate Use of Form
__ORIGINAL SUBMISSION
_X_RENEWAL
__REPLACEMENT PAGE
__ADDENDUM PAGE

Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Filing Deadline Mail Records	ACT + 3 CY	0	ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. *
2	Live and Event Claims Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	Field and Audit Reports	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued. *
4	Health Claims (including Supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Explanation of Benefits (EOBs)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Medical Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
7	Pre-determinations	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	Case Management	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
9	Medical Necessities	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1- June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Day(s)
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Wilkins — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
10	Paid in Vouchers	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
11	Flexible Benefit Master File	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
12	Hospital Audits, Statistical Reports and Work Papers	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued.*
13	Fraud and Abuse Case Files and Logs	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
14	Health Claim Audits and Work Papers: (including over $500 plan Member check Audits)	ACT + 5 CY	0	ACT + 5 CY	C	S	N	I	ACT = until the end of the CY in Audit is completed.*
15	Special Reports (Outlier, Check Cycle)	ACT + 10 CY	0	ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which report is run.*
16	Reviews (Medical and Chiropractic)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
17	Preferred Provider Option/Exclusive Provider Option Contracts	LOA + 5 CY	0	LOA + 5 CY	M	R	N	V	
18	Logic Approvals	ACT + 3 CY	7 CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires.*

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
19	Adjusted Batch Listings	ACT + 7 CY	0	ACT + 7 CY	M	S	N	I	ACT = until the end of the CY in which plan expires. *
20	**Fully Insured Basic and Supplemental Life Insurance:** all claims documents received, requested and sent (Employer Statements, Beneficiary Statements, Explanation of Benefits, Beneficiary Information, Enrollment Information), Notes, Calls and Payments	ACT + 70 CY	0	ACT + 70 CY	M	S	N	V	ACT = until end of CY in which employee separates from the agency

Permitted Retention Period Abbreviations
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I = Important
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Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — 6/9/25 Date Signed

Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

November 20, 2025 Meeting of the Joint Legislative Committee on the Budget

Humana Health Benefits Plan of Louisiana, Inc.

Fully Insured Medicare Advantage Plan
Emergency Contract Amendment No. 2 Overview

Humana Health Benefits Plan of Louisiana, Inc.

Fully Insured Medicare Advantage Plan Emergency Contract Amendment No. 2 Overview

Contract Purpose	To offer a Medicare Advantage plan including Medicare Part D prescription drug benefits for Medicare eligible retirees.
Eligible Enrollees	Retired employees of the State of Louisiana and other OGB-participating entities who are enrolled in Medicare Parts A and B.
Membership Count as of 11/1/2025	557
Original Emergency Contract Term	01/01/2024 – 12/31/2024
Emergency Contract Extensions Exercised	12 Months
Current Emergency Contract Term	01-01-2024 – 12/31/2025
Emergency Contract Term After this Amendment	01-01-2024 – 12/31/2026
Original Emergency Contract Maximum Payable Amount	$981,000.00
Current Emergency Contract Maximum Payable Amount	$2,073,000.00
Emergency Contract Maximum Payable Amount After this Amendment	$3,479,000.00
Administrative Fee	$12.50 per Primary Plan Participant per Month, Payable to OGB (no change from 2025)
Number of Plans Offered	One (no change from 2025)
Statewide or Regional Premium Rates	Regional Premium Rates (see rates on page 3)

Humana Health Benefits Plan of Louisiana, Inc.

Fully Insured Medicare Advantage Plan Emergency Contract Amendment No. 2 Overview

Humana HMO Medicare Advantage Plan	2025 Total Monthly Premiums	2026 Total Monthly Premiums	$ Change	% Change
Region 1				
Enrollee Only	$82.78	$94.53	$11.75	14.2%
Enrollee + Spouse	$165.56	$189.06	$23.50	14.2%
Region 2				
Enrollee Only	$228.84	$240.59	$11.75	5.1%
Enrollee + Spouse	$457.68	$481.18	$23.50	5.1%
Region 3				
Enrollee Only	$193.29	$205.04	$11.75	6.1%
Enrollee + Spouse	$386.58	$410.08	$23.50	6.1%
Region 4				
Enrollee Only	$194.04	$205.79	$11.75	6.1%
Enrollee + Spouse	$388.08	$411.58	$23.50	6.1%
Region 5				
Enrollee Only	$190.47	$202.22	$11.75	6.2%
Enrollee + Spouse	$380.94	$404.44	$23.50	6.2%
Region 6				
Enrollee Only	$241.57	$253.32	$11.75	4.9%
Enrollee + Spouse	$483.14	$506.64	$23.50	4.9%
Region 7				
Enrollee Only	$251.74	$263.49	$11.75	4.7%
Enrollee + Spouse	$503.48	$526.98	$23.50	4.7%
Region 8				
Enrollee Only	$251.56	$263.31	$11.75	4.7%
Enrollee + Spouse	$503.12	$526.62	$23.50	4.7%
Region 9				
Enrollee Only	$227.01	$238.76	$11.75	5.2%
Enrollee + Spouse	$454.02	$477.52	$23.50	5.2%

Region 1: Orleans, Saint Bernard, Plaquemines and Jefferson Parishes
Region 2: East Baton Rouge, West Baton Rouge, Livingston, Ascension, Iberville, Pointe Coupee, East Feliciana and West Feliciana Parishes
Region 3: Lafourche, Saint John, Saint Charles, Saint James, Assumption and Terrebonne Parishes
Region 4: Lafayette, Evangeline, Saint Landry, Acadia, Saint Martin, Iberia, Vermilion and Saint Mary Parishes
Region 5: Beauregard, Allen, Calcasieu, Jefferson Davis and Cameron Parishes
Region 6: Vernon, Sabine, Natchitoches, Winn, Grant, Rapides, LaSalle, Catahoula, Concordia and Avoyelles Parishes
Region 7: Caddo, Bossier, Webster, Claiborne, Bienville, Red River and DeSoto Parishes
Region 8: Ouachita, Union, Lincoln, Jackson, Caldwell, Richland, Morehouse, Franklin, West Carroll, East Carroll, Madison and Tensas Parishes
Region 9: Washington, Saint Tammany, Saint Helena and Tangipahoa Parishes

Purchase Order #2000791844
Amendment #2

Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

Humana Health Benefits Plan of Louisiana, Inc.
101 East Main Street, WTS03-CO41, Louisville, KY 40202

CHANGE FROM:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2025, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by OSP. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to the extension of the Emergency Contract beyond the term, prior approval from OSP to extend the Emergency Contract beyond the term shall be obtained. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE TO:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2026, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by OSP. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to any extension of the Emergency Contract, at the same administrative fee, terms and conditions, prior approval from OSP to extend the Emergency Contract beyond the term shall be obtained. Rates charged by Contractor may be revised each twelve (12) month period. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $2,073,000.00 (Two Million Seventy Three Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Emergency Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their Plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of [redacted] for each HMO Primary Plan Participant. The administrative fee will be paid directly to OGB for each Primary Plan Participant and shall not be included in the premium charged. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

The Contractor will invoice OGB on the 1st day of each month for payment of premiums for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance by the State and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $3,479,000 (Three Million Four Hundred Seventy Nine Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Emergency Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their Plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of [redacted] for each HMO Primary Plan Participant. The administrative fee payment will be issued and sent to OGB by the last day of the month for each Primary Plan Participant for the previous month, and shall not be included in the premium charged. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

The Contractor will invoice OGB before close of business on the fifth business day of the month for which premiums apply for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance by the State and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE FROM:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. In the event that this Emergency Contract is to be extend3d further by amendments, OGB shall have the ability to modify the performance guarantees for each subsequent Contract year, however, twenty-five (25%) percent of Contractor's fees will remain at risk, and Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled at the end of the term of the Emergency Contract and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a penalty of twenty-five (25%) percent of the total contracted cost, plus per day and occurrence fees for certain performance guarantees.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit. Any auditor must agree to follow Contractor's security procedures and protect confidentiality of Contractor's information.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law. If performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the measurement period.

Additional Measurement Period: January 1, 2025 – December 31, 2025.

CHANGE TO:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. In the event that this Emergency Contract is to be extended further by amendments, OGB shall have the ability to modify the performance guarantees for each subsequent Contract year, however, twenty-five (25%) percent of Contractor's fees will remain at risk, and Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled at the end of the term of the Emergency Contract and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a penalty of twenty-five (25%) percent of the total contracted cost, plus per day and occurrence fees for certain performance guarantees.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit. Any auditor must agree to follow Contractor's security procedures and protect confidentiality of Contractor's information.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law. If performance guarantees are effective for less than a full calendar year, the payment amounts will be prorated for the portion of the measurement period.

Additional Measurement Period: January 1, 2025 – December 31, 2025.

Additional Measurement Period: January 1, 2026 – December 31, 2026

CHANGE FROM:

4.3 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirement of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Emergency Contract, or if such appropriation is reduced by the veto of the Governor or 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 Emergency Contract, the Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

CHANGE TO:

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency 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 Emergency Contract, this Emergency 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, this Emergency Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of this Emergency Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to this Emergency 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 this Emergency Contract.

CHANGE FROM:

20 INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2025, Contractor will provide the resulting reports from any quality control reviews [such as a third party Quality Assurance (QA) review, Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance reviews or independent internal audit reports. If any of these alternatives reviews are used in lieu of a SSAE 18 engagement, the review(s) must occur within the period that the Emergency Contract is in effect, and it must be documented in the resulting report and evident that scope of the independent review included the specific controls and processes for which the Contractor is providing for OGB.

The cost of such independent assurances will be borne solely by Contractor. 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.

CHANGE TO:

20 INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will

conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2026, Contractor will provide the resulting reports from any quality control reviews [such as a third party Quality Assurance (QA) review, Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance reviews or independent internal audit reports. If any of these alternatives reviews are used in lieu of a SSAE 18 engagement, the review(s) must occur within the period that the Emergency Contract is in effect, and it must be documented in the resulting report and evident that scope of the independent review included the specific controls and processes for which the Contractor is providing for OGB.

The cost of such independent assurances will be borne solely by Contractor. 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.

CHANGE FROM:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Humana: Michael P. Tilton
Humana Health Benefit Plan of Louisiana, Inc.
101 East Main Street, WTS03-CO41
Louisville, KY 40202

To OGB: David W. Couvillon, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location. At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE TO:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Humana: Gilbert Alan Stewart
Humana Health Benefit Plan of Louisiana, Inc.
101 East Main Street, WTS03-CO41
Louisville, KY 40202

To OGB: Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location. At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE FROM:

ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not be limited to, the following:

- Financial Experience: Premium Income and Claims Utilization Experience.
- Average Speed to Answer: Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
- Abandon Call Rate: Percentage of calls where the caller hangs up before speaking to a live voice.
- Inquiry Timeliness: Percentage of inquiries answered within 7 business days.
- Claims Financial Accuracy: Percentage of claims paid correctly – dollar amount only.
- Claims Accuracy: Percentage of claims paid correctly the first time.
- Claims Process Time: Percentage of electronic and non-electronic claims paid within 30 days of receipt.
- Eligibility Posting Timeliness: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- ID Card Timeliness: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
- PCP Turnover Rate: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
- Open PCP/Participant Ratio: Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30 of each year of the Emergency Contract and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client specific basis and report OGB's data within forty-five (45) calendar days after close of each quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year 2024 and calendar year 2025, respectively.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.

- In the event that this Emergency Contract is to be extended by amendment beyond the termination date of December 31, 2024, then one hundred and twenty days (120) prior to January 1, 2025, January 1, 2026, and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

CHANGE TO:

ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not be limited to, the following:

  - Financial Experience: Premium Income and Claims Utilization Experience.
  - Average Speed to Answer: Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
  - Abandon Call Rate: Percentage of calls where the caller hangs up before speaking to a live voice.
  - Inquiry Timeliness: Percentage of inquiries answered within 7 business days.
  - Claims Financial Accuracy: Percentage of claims paid correctly – dollar amount only.
  - Claims Accuracy: Percentage of claims paid correctly the first time.
  - Claims Process Time: Percentage of electronic and non-electronic claims paid within 30 days of receipt.
  - Eligibility Posting Timeliness: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
  - ID Card Timeliness: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
  - PCP Turnover Rate: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
  - Open PCP/Participant Ratio: Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30 of each year of the Emergency Contract and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client specific basis and report OGB's data within forty-five (45) calendar days after close of each

quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year 2024, calendar year 2025, and calendar year 2026 respectively.

- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- In the event that this Emergency Contract is to be extended by amendment beyond the termination date of December 31, 2024, then one hundred and twenty days (120) prior to January 1, 2025, January 1, 2026, and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

ADDITION:

ADDENDUM TO EMERGENCY CONTRACT: ADDITIONAL PROVISION

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 50 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.

REPLACE:

ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE

ATTACHMENT V: RECORDS RETENTION SCHEDULE

Effective Date of Amendment: November 12, 2025

Justification for Amendment:

- Extends the term of the Emergency Contract for twelve (12) months, at the same terms and conditions of the initial contract, to December 31, 2026.
- Increases the maximum payable amount to $3,479,000.00.
- Provides additional measurement periods for Performance Guarantees for calendar year 2026.
- Provides date to submit request to OGB for submission of alternative independent assurance report for calendar year 2026.
- Provides due date for submission of independent assurance report for calendar year 2026.
- Provides date for submission of rate renewal report and actuarial certification for calendar year 2026.
- Provides administrative fee and premium rates for calendar year 2026.

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration.

All other provisions of the Emergency Contract shall remain in full force and effect. Any conflict between the Emergency Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

BY: Heath Williams

NAME: Heath Williams

TITLE: Chief Executive Officer

DATE: 11/17/25

Humana Health Benefits Plan of Louisiana, Inc.

BY:

NAME: Alan Stewart

TITLE: Senior Vice President and Division Leader

DATE: 11/14/2025

ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE (REVISED)

All pricing is fully burdened and inclusive of travel and all Emergency Contract-related expenses. Commissions or finder's fees are not payable under this Emergency Contract.

Administrative Fee

Monthly Administrative Fee Per Primary Plan Participant Per Month
[redacted]

Regional Premium

In the event that this Emergency Contract is to be extended by amendment beyond the termination date of December 31, 2026, the Contractor will submit proposed rates for such extension no later than August 1, 2026. Premium rates proposed for each twelve (12)-month period must be approved by the Centers for Medicare and Medicaid Services (CMS). Additionally, for each twelve (12)-month period, the Contractor must document, through a written certification from its actuary, that the proposed rates for each twelve (12)-month period are calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and are neither excessive nor deficient.

Parishes Included in OGB Region 1	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$34.11
1/1/2025 – 12/31/2025	$82.78
1/1/2026 – 12/31/2026	$94.53

Parishes Included in OGB Region 2	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$178.83
1/1/2025 – 12/31/2025	$228.84
1/1/2026 – 12/31/2026	$240.59

Parishes Included in OGB Regions 3	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$145.36
1/1/2025 – 12/31/2025	$193.29
1/1/2026 – 12/31/2026	$205.04

Parishes Included in OGB Regions 4	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$157.83
1/1/2025 – 12/31/2025	$194.04
1/1/2026 – 12/31/2026	$205.79

Parishes Included in OGB Region 5	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$157.84
1/1/2025 – 12/31/2025	$190.41
1/1/2026 – 12/31/2026	$202.22

Parishes Included in OGB Region 6	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$208.01
1/1/2025 – 12/31/2025	$241.57
1/1/2026 – 12/31/2026	$253.32

Parishes Included in OGB Region 7	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$224.08
1/1/2025 – 12/31/2025	$251.74
1/1/2026 – 12/31/2026	$263.49

Parishes Included in OGB Region 8	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$213.86
1/1/2025 – 12/31/2025	$251.56
1/1/2026 – 12/31/2026	$263.31

Parishes Included in OGB Region 9	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	$203.95
1/1/2025 – 12/31/2025	$227.01
1/1/2026 – 12/31/2026	$238.76

ATTACHMENT V: RECORDS RETENTION SCHEDULE

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125 Baton Rouge, LA 70804

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Decimal Dispositions

Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued *
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued *
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created *
4	Group Benefits Policy & Planning Board Reports	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created *
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted *

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY – Fiscal Year (July 1 – June 30)
CY – Calendar Year (Jan 1 – Dec 31)
AY – Academic Year (Aug 1 – July 31)
FFY – Federal Fiscal Year (Oct 1 – Sept 30)
MO – Months WK – Week (Mon-Sun) DY - Days
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase)

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (05/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
recmgt@sos.la.gov

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which created
2	Actuarial Revenue/Expenditure Line-item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received
4	Official Premium Rate Schedules	LOA + 10 CY	0	LOA + 10 CY	P	R	N	V	
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase)

Security Status Codes
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Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Heath Willis — Agency Approval
6/5/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

recmgt@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – Communications

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Annual Enrollment Member Guides	LOA + 10 CY	0	LOA+10 CY	P	R	N	V	
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
3	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created*
4	Agency/Member Memos on OGB Policies/Procedures Changes	LOA + 10 CY	0	LOA+ 10 CY	P	R	N	V	
5	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created*
6	Publications	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
7	Designation Forms (OGB Coordinator, OGB Additional Agency Contacts) (GB-74, GB-76)	LOA + 10 CY	0	LOA – 10 CY	M	R	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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C – Confidential Information

Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Agency Approval — Date Signed — Secretary of State, State Archives & Records Services — Date Approved

6/9/25

JUN 11 2025

as amended

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SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency*
2	OGB Employee Safety Meetings Training Materials & Signed Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervis on ends*
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received*
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
7	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*
8	Records Management Files: Retention Schedules, disposal requests, Transmittals Surveys and Exceptions)	LOA + 10 CY	0	LOA + 10 CY	M	A	N	V	

Permitted Retention Period Abbreviations
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Archival Processing Codes
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Agency Approval — 4/9/25 Date Signed — Secretary of State, State Archives & Records Services — JUN 1 1 2025 Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated*
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends*

Permitted Retention Period Abbreviations
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Archival Processing Codes
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S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Heath Williams — Agency Approval
6/9/25 — Date Signed
Lettice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

Records Retention Schedule

SSARC-932 (09/22)

Louisiana State Archives—Records Management
Louisiana Secretary of State
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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Agency Services

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Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	OGB Member Participation Schedules	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	OGB Member Collections Notices & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	OGB Member Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Designation Forms (Agency Master User, Eligibility/eEnrollment Contact) (GB-75, GB-78)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

Permitted Retention Period Abbreviations
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O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Williams — Agency Approval — 6/9/25 — Date Signed

Latrice Davis — Secretary of State, State Archives & Records Services — JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804
records@sos.la.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	OGB Member Correspondence	LOA + 10 CY	0	LOA + 10 CY	C	A	N	V	
2	Daily Work Papers: Includes printed copies of imaged documents and non essential notes with PHI or OGB member contact info, produced by OGS Customer Service section staff	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created *
3	OGB Visitor Logs/Sign-In Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY- Fiscal Year (July 1 - June 30)
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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Heath Wilkins — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Self-funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	Self-funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received *
7	Health Savings Account Enrollment & Payroll Deduction Elections/Changes (GB-79 Forms)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	TPA Health and Pharmacy Claims (including supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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N - No

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U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

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Agency No: 003.005

Agency / Division / Section: Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Agency Abbreviations
OGB = Office of Group Benefits

Heath Willis — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

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Louisiana Secretary of State
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recmgt@sos.la.gov

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Flexible Spending Arrangement Enrollment/Stop Form (GB-2)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

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N – No

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I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits
TPA = Third Party Administrator

Heath Williams — Agency Approval
6/9/25 — Date Signed
Letrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Invoicing

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Reconciled Invoices with Payment Record	PERM	0	PERM	M	R	N	V	*

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Agency Abbreviations

Heath Williams — Agency Approval — 6/9/25 — Date Signed

Lottrice Davis — Secretary of State, State Archives & Records Services — JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

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Louisiana Secretary of State
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Agency No. | Agency / Division / Section

003.005 Division of Administration / Office of Group Benefits/Compliance

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Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Section 111 Reporting Documents and Reports: mandated by the Centers for Medicare and Medicaid Services (CMS). Includes research, communication with CMS, internal communication, reports, working files	PERM	0	PERM	M	R	N	V	
2	Administrative Procedures Act Documents and Reports	PERM	0	PERM	P	R	N	V	
3	Mandated Legislative Reports and Regulations	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = Until end of CY report is submitted (Regulations that become OGB policy and procedure may become permanent records)
4	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = Until the end of the CY in which the records were created*

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Agency Abbreviations
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

Heath Williams 6/9/25
Agency Approval Date Signed

Latrice Davis JUN 11 2025
Secretary of State, State Archives & Records Services Date Approved

Records Retention Schedule

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Filing Deadline Mail Records	ACT + 3 CY	0	ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. *
2	Live and Event Claims Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	Field and Audit Reports	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued *
4	Health Claims (including Supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Explanation of Benefits (EOBs)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Medical Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
7	Pre-determinations	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	Case Management	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
9	Medical Necessities	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Agency Abbreviations
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Heath Wellin — Agency Approval
6/9/25 — Date Signed
Patrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

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003.005 Division of Administration / Office of Group Benefits / Discontinued Programs

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Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
10	Paid in Vouchers	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
11	Flexible Benefit Master File	LOA + 10 CY	0	LOA - 10 CY	C	R	N	V	
12	Hospital Audits Statistical Reports and Work Papers	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued *
13	Fraud and Abuse Case Files and Logs	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
14	Health Claim Audits and Work Papers (including over $500 plan Member check Audits)	ACT + 5 CY	0	ACT + 5 CY	C	S	N	I	ACT = until the end of the CY in Audit is completed *
15	Special Reports (Outer Check Cycle)	ACT + 10 CY	0	ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which report is run *
16	Reviews (Medical and Chiropractic)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
17	Preferred Provider Option/Exclusive Provider Option Contracts	LOA + 5 CY	0	LOA + 5 CY	M	R	N	V	
18	Legal Approvals	ACT + 3 CY	7 CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires *

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Agency No. | Agency / Division / Section

003.005 Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
19	Adjusted Batch Listings	ACT + 7 CY	0	ACT + 7 CY	M	S	N	I	ACT = until the end of the CY in which plan expires
20	Fully Insured Basic and Supplemental Life Insurance: all claims documents received, requested and sent (Employer Statements, Beneficiary Statements, Explanation of Benefits, Beneficiary Information, Enrollment Information) Notes, Calls and Payments	ACT + 70 CY	0	ACT + 70 CY	M	S	N	V	ACT = until end of CY in which employee separates from the agency

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Agency Approval

4/9/25
Date Signed

Secretary of State, State Archives & Records Services

JUN 11 2025
Date Approved

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF GROUP BENEFITS

Office of Group Benefits

November 20, 2025 Meeting of the Joint Legislative Committee on the Budget

New Orleans Regional Physician Hospital Organization, LLC, d/b/a Peoples Health

Fully Insured Medicare Advantage Plan
Emergency Contract Amendment No. 2 Overview

New Orleans Regional Physician Hospital Organization, LLC, d/b/a Peoples Health

Fully Insured Medicare Advantage Plan Emergency Contract Amendment No. 3 Overview

Contract Purpose	To offer a Medicare Advantage plan including Medicare Part D prescription drug benefits for Medicare eligible retirees.
Eligible Enrollees	Retired employees of the State of Louisiana and other OGB-participating entities who are enrolled in Medicare Parts A and B.
Membership Count as of 11/1/2025	2,206
Original Emergency Contract Term	01/01/2024 – 12/31/2024
Emergency Contract Extensions Exercised	12 Months
Current Emergency Contract Term	01-01-2024 – 12/31/2025
Emergency Contract Term After this Amendment	01-01-2024 – 12/31/2026
Original Emergency Contract Maximum Payable Amount	$5,586,000.00
Current Emergency Contract Maximum Payable Amount	$10,219,000.00
Emergency Contract Maximum Payable Amount After this Amendment	$20,318,000.00
Administrative Fee	$10.00 per Primary Plan Participant per Month, Payable to OGB (no change from 2025)
Number of Plans Offered	One (no change from 2025)
Statewide or Regional Premium Rates	Statewide Premium Rates (see below)

Peoples Health HMO-POS Medicare Advantage Plan	2025 Total Monthly Premiums	2026 Total Monthly Premiums	$ Change	% Change
Statewide				
Enrollee Only	$175.00	$378.04	$203.04	116.0%
Enrollee + Spouse	$350.00	$756.08	$406.08	116.0%

Amendment to Contract Between

State of Louisiana
Office of Group Benefits (OGB)

And

New Orleans Regional Physician Hospital Organization, LLC, d/b/a Peoples Health
3838 N. Causeway Blvd., Suite 2500, Metairie, LA 70002

CHANGE FROM:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2025, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by the Office of State Procurement. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to the extension of the Emergency Contract beyond the term, prior approval from OSP to extend the Emergency Contract beyond the term shall be obtained. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE TO:

3.1 TERM OF EMERGENCY CONTRACT

This Emergency Contract shall begin on or about January 1, 2024, and is anticipated to end on December 31, 2026, subject to written extension(s) of this Emergency Contract by agreement of the parties and as provided by the Office of State Procurement. Notwithstanding any other provision of this Emergency Contract, this Emergency Contract shall not become effective until approved as required by statutes and regulations of the State of Louisiana. Prior to the extension of the Emergency Contract beyond the term, prior approval from OSP to extend the Emergency Contract shall be obtained. As provided in Section 4.3, the continuation of this Emergency Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Emergency Contract.

CHANGE FROM:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $10,219,000.00 (Ten Million Two Hundred Nineteen Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in

the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of $10.00 for each HMO Primary Plan Participant. The administrative fee will be paid directly to OGB for each Primary Plan Participant and shall not be included in the premium charged. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

The Contractor will invoice OGB on the 1st day of each month for payment of premiums for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE TO:

3.4 PAYMENT TERMS

In consideration of the services required by this Emergency Contract, OGB hereby agrees to pay to Contractor a maximum fee of $20,381,000 (Twenty Million Three Hundred Eighty One Thousand Dollars) for work performed during the term of this Emergency Contract. This fee is inclusive of travel and all Contract-related expenses. Payments are predicated upon successful completion by Contractor and written approval by OGB of the described services and deliverables as provided in the Emergency Contract. Contractor will not be paid more than the maximum amount of the Emergency Contract. No payments will be made by OGB on banking or State holidays.

With respect to Plan Participants who select a Louisiana HMO for their coverage, OGB shall impose no extraordinary restrictions on their plan participation due to the selection of the Louisiana HMO. OGB shall impose on Contractor a monthly administrative fee of $10.00 for each HMO Primary Plan Participant. The administrative fee payment will be delivered directly to OGB by the last day of the month for each Primary Plan Participant for the previous month, and shall not be included in the premium charged. Plan Participants selecting the Louisiana HMO option shall receive the same employer contributions provided under La. R.S. 42:851, and the regulations issued thereunder, as participants who choose other health coverage options provided by OGB.

The Contractor will invoice OGB before close of business on the fifth business day of the month for which premiums apply for services provided pursuant to the resulting Emergency Contract. The invoice should include, at a minimum, the time period covered, total billed amount detailed by class of coverage, and assessed administrative fee based on total number of Primary Plan Participants. Payments will be made to the Contractor after written acceptance and approval of the invoice by the State. Upon approval of each submitted invoice by OGB's Chief Executive Officer or designee, OGB/State will render payment of undisputed amounts within thirty (30) days.

CHANGE FROM:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, twenty-five (25%) percent of Contractor's fees will remain at risk, and Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a penalty of twenty-five (25%) percent of the total contracted cost, plus per day and per occurrence fees for certain performance guarantees.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law.

Additional Measurement Period: January 1, 2025 – December 31, 2025

CHANGE TO:

3.6 PERFORMANCE GUARANTEES

Contractor agrees to provide its operational performance guarantees on a client-specific basis on a quarterly basis. OGB shall have the ability to modify the performance guarantees each Contract year; however, twenty-five (25%) percent of Contractor's fees will remain at risk, and Contractor will be subject to per day and per occurrence fees for certain performance guarantees. All guarantees must be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of the calendar year.

Performance Guarantees: The Contractor will be subject to negotiated performance standards subject to a penalty of twenty-five (25%) percent of the total contracted cost, plus per day and per occurrence fees for certain performance guarantees.

Audit: OGB reserves the right to audit performance guarantee reports on an annual basis. A third party may be utilized to perform this audit.

Measurement Period: January 1, 2024 through December 31, 2024. Additional measurement periods will be incorporated, as applicable, upon extension of this Emergency Contract, subject to any option approval required by law.

Additional Measurement Period January 1, 2025 – December 31, 2025.

Additional Measurement Period January 1, 2026 – December 31, 2026.

CHANGE FROM:

4.3 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirement of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Emergency Contract, or if such appropriation is reduced by the veto of the Governor or 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 Emergency Contract, the Emergency Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

CHANGE TO:

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Emergency Contract is contingent upon the appropriation of funds to fulfill the requirements of this Emergency Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Emergency 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 Emergency Contract, this Emergency 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, this Emergency Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of this Emergency Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to this Emergency 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 this Emergency Contract.

CHANGE FROM:

20. INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide

any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2025, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or independent internal audit report.

The cost of such independent assurances will be borne solely by Contractor. 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. The Contractor shall supply the State/OGB with an exact copy of the report within (30) calendar days of receipt of the audit. 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.

CHANGE TO:

20. INDEPENDENT ASSURANCES

Contractor shall submit, and cause its subcontractors who perform key internal controls to 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") 1, Type II and/or SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement will be performed at least annually during the term of the Emergency Contract by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm that will conduct the SSAE 18 engagement 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 report resulting from the SSAE 18 engagement within the specified timeframe.

As an alternative to a SSAE 18 engagement and resulting SOC 1, Type II and/or SOC 2, Type II report, if approved by OGB on or before January 15, 2026, Contractor may provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], or any other independent Contractor project or performance review or independent internal audit report. If any of these alternatives reviews are used in lieu of a SSAE 18 engagement, the review(s) must occur within the period that the Emergency Contract is in effect, and it must be documented in the resulting report and evident that scope of the independent review included the specific controls and processes for which the Contractor is providing for OGB.

The cost of such independent assurances will be borne solely by Contractor. 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. The Contractor shall supply the State/OGB with an exact copy of the report within (30) calendar days of receipt of the audit. 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.

CHANGE FROM:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Peoples Health:
Suzi Swoop O'Brien, CEO
Peoples Health
3838 N. Causeway Blvd., Suite 2200
Metairie, LA 70002

To OGB:
David W. Couvillon, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804
or
David W. Couvillon, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE TO:

21 NOTICE

Any notice required or permitted by this Emergency Contract, unless otherwise specifically provided for in this Emergency Contract, shall be in writing and shall be deemed given upon receipt following delivery by: (i) an overnight carrier or hand delivery to the State/OGB; or, (ii) registered or certified mail return receipt requested, and addressed as follows:

To Peoples Health:
Suzi Swoop O'Brien, CEO
Peoples Health
3838 N. Causeway Blvd., Suite 2500
Metairie, LA 70002

To OGB:

Heath Williams, CEO
Office of Group Benefits
Post Office Box 44036
Baton Rouge, LA 70804

or

Heath Williams, CEO
Office of Group Benefits
1201 N. 3rd Street, Suite G-159
Baton Rouge, LA 70802

The U.S. Postal Service does not make deliveries to OGB's physical location.

At any time, either party may change its addressee and/or address for notification purposes by mailing a notice stating the change and setting forth the new address.

CHANGE FROM:

ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not limited to, the following:

- **Financial Experience:** Premium Income and Claims Utilization Experience.
- **Average Speed to Answer:** Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
- **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
- **Inquiry Timeliness**: Percentage of inquiries answered within 7 business days.
- **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
- **Claims Accuracy:** Percentage of claims paid correctly the first time.
- **Claims Process Time:** Percentage of electronic and non-electronic claims paid within 30 days of receipt.
- **Eligibility Posting Timeliness**: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- **ID Card Timeliness**: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
- **PCP Turnover Rate**: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.

- **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30, 2024 and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of each quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year 2024 and calendar year 2025, respectively.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- One hundred and twenty days (120) prior to January 1, 2025, January 1, 2026, and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

CHANGE TO:

ATTACHMENT I: SCOPE OF WORK/SERVICES; Section 1.2 Deliverables

The deliverables listed in this section are the minimum required from the Contractor.

Within fifteen (15) business days after the first of each month, Contractor shall submit reports which demonstrate Plan Participant demographics and utilization, financial experience, and other aspects of the Contractor's performance identified by OGB to include, but not limited to, the following:

- **Financial Experience:** Premium Income and Claims Utilization Experience.
- **Average Speed to Answer:** Average lag time to answer by live voice percentage of Plan Participants who wait over 60 seconds to speak with a live customer service representative.
- **Abandon Call Rate:** Percentage of calls where the caller hangs up before speaking to a live voice.
- **Inquiry Timeliness**: Percentage of inquiries answered within 7 business days.
- **Claims Financial Accuracy:** Percentage of claims paid correctly – dollar amount only.
- **Claims Accuracy:** Percentage of claims paid correctly the first time.

- **Claims Process Time:** Percentage of electronic and non-electronic claims paid within 30 days of receipt.
- **Eligibility Posting Timeliness**: Percentage of membership files updated within 2 business days of the receipt of the OGB enrollment file.
- **ID Card Timeliness**: Percentage of new plan participants who have ID cards issued prior to their effective date of coverage.
- **PCP Turnover Rate**: Percentage of PCPs leaving the network voluntarily or involuntarily during the month.
- **Open PCP/Participant Ratio:** Ratio of open PCPs accepting new plan participants to actual plan participants.

- Submit annual Service Organization Control (SOC1), Type II report resulting from SSAE 18 engagement no later than September 30 of each year of the Emergency Contract and/or other independent assurances approved by OGB by January 15 preceding the report deadline.
- Submit quarterly report that captures operational performance guarantees on a client-specific basis and report OGB's data within forty-five (45) calendar days after close of each quarter. All performance guarantees will be reconciled annually and any penalties owed to OGB shall be paid within ninety (90) days after the end of calendar year 2024, calendar year 2025, and calendar year 2026 respectively.
- Provide client-specific ad hoc reports within thirty (30) days of OGB request that will include data related to Contractor's operating performance and health outcomes of OGB's Plan Participants.
- Within fifteen (15) business days after the first of each month, Contractor shall provide to OGB a report that shows by month, premiums paid, incurred claims, paid claims, and Plan Participants enrolled.
- One hundred and twenty days (120) prior to January 1, 2025, January 1, 2026, January 1, 2027, and for any renewal option period, the Contractor shall provide OGB with a renewal report that shows how the indicated rate adjustment for the renewal year was calculated. The renewal report shall include, at a minimum, the base period incurred claims on which the renewal projection is based, the annual trend factors used to project claims costs, the administrative fees included in the renewal calculation, adjustments due to credibility, premiums at current rates, and the indicated rate adjustment.

ADDITION:

ADDENDUM TO EMERGENCY CONTRACT: ADDITIONAL PROVISION

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 50 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.

REPLACE:

ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE

ATTACHMENT V: RECORDS RETENTION SCHEDULE

Effective Date of Amendment: October 1, 2025

Justification for Amendment:

- Extends the term of the Emergency Contract for twelve (12) months, at the same terms and conditions of the initial contract, to December 31, 2026.
    - Increases the maximum payable amount to $20,381,000.
- Provides additional measurement periods for Performance Guarantees for calendar year 2026.
- Provides date to submit request to OGB for submission of alternative independent assurance report for calendar year 2026.
- Provides due date for submission of independent assurance report for calendar year 2026.
- Provides date for submission of rate renewal report and actuarial certification for calendar year 2026.
- Provides administrative fee and premium rates for calendar year 2026.

No Amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement, Division of Administration.

All other provisions of the Emergency Contract shall remain in full force and effect. Any conflict between the Emergency Contract and this Amendment regarding the subject matters of this Amendment shall be resolved in favor of this Amendment.

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

IN WITNESS THEREOF, this Amendment is signed and entered into on the date(s) included below.

STATE OF LOUISIANA
OFFICE OF GROUP BENEFITS

NEW ORLEANS REGIONAL PHYSICIAN HOSPITAL ORGANIZATION, LLC d/b/a PEOPLES HEALTH

BY: Heath Williams	**BY:** Suzi Swoop O'Brien
NAME: Heath Williams	**NAME:** Suzi Swoop O'Brien
TITLE: Chief Executive Officer	**TITLE:** President and Chief Executive Officer
DATE: 11/17/25	**DATE:** 11/17/2025

ATTACHMENT II: ADMINISTRATIVE FEE AND PREMIUM RATE SCHEDULE

All pricing is fully burdened and inclusive of travel and all Contract-related expenses. Commissions or finder's fees are not payable under this Emergency Contract.

Administrative Fee

Monthly Administrative Fee Per Primary Plan Participant Per Month
$10.00

Regional Premium

In the event that this Emergency Contract is to be extended by amendment beyond the termination date of December 31, 2026, the Contractor will submit proposed rates for such extension no later than August 1, 2026. **Premium rates proposed for each twelve (12)-month period must be approved by the Centers for Medicare and Medicaid Services (CMS). Additionally, for each twelve (12)-month period, the Contractor must document, through a written certification from its actuary, that the proposed rates for each twelve (12)-month period are calculated on the basis of sound actuarial principles, reasonable in relation to the benefits provided and the population anticipated to be covered, and are neither excessive nor deficient.**

Parishes Included in all OGB Regions (i.e., statewide)	Fixed Monthly Premium, Per Plan Participant Per Month
1/1/2024 – 12/31/2024	**$160.00**
1/1/2025 – 12/31/2025	**$175.00**
1/1/2026 – 12/31/2026	**$378.04**

ATTACHMENT V: RECORDS RETENTION SCHEDULE

Records Retention Schedule

SSARC-933 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125 Baton Rouge, LA 70804

recmgt.Does.fa.gov

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Executive

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Internal Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued *
2	LLA Audit Records/Reports	ACT + 2 FY	3 FY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the FY in which the audit report is issued *
3	Group Benefits Policy and Planning Board Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created *
4	Group Benefits Policy & Planning Board Reports	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
5	Group Benefits Policy & Planning Board Meeting Minutes	PERM	0	PERM	M	R	N	V	
6	Group Benefits Estimating Conference Meeting Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created *
7	Group Benefits Estimating Conference Meeting Minutes	PERM	0	PERM	M	R	N	V	
8	OGB 5-year Strategic Plan	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which the Strategic plan was drafted *

Permitted Retention Period Abbreviations
ACT = Active Period (when used define term in remarks column)
FY - Fiscal Year (July 1 - June 30)
CY - Calendar Year (Jan 1 - Dec 31)
AY - Academic Year (Aug 1 - July 31)
FFY - Federal Fiscal Year (Oct 1 - Sept 30)
MO - Months WK - Week (Mon-Sun) DY - Days
PERM - Permanent (Life of State) LOA - Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology (Ex. Scanned to OnBase).

Security Status Codes
P - Public Record
M - May Contain Confidential Information
C - Confidential Information

Archival Processing Codes
A - Transfer to State Archives
R - Retain - Agency Archives
S - Review by State Archives
O - Other (Specify in Remarks)

State Records Center Use
Y - Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
LLA = Louisiana Legislative Auditor
OGB = Office of Group Benefits

Heath Wilson — Agency Approval
6/9/25 — Date Signed
Lettice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

SSARC-932 (05/20)

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_X_RENEWAL
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__ADDENDUM PAGE

Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Administration -- Finance

Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	OGB Budget Request Documents/Records	ACT + 5 FY	0	ACT + 5 FY	P	S	N	V	ACT = until the end of the FY in which created*
2	Actuarial Revenue/Expenditure Line-Item Projections	ACT + 5 FY	0	ACT + 5 FY	M	S	N	V	ACT = until the end of the FY in which received*
3	Actuarial Premium Rate Schedules	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = until the end of the FY in which received*
4	Official Premium Rate Schedules	LOA + 10 CY	0	LOA + 10 CY	P	R	N	V	
5	Monthly OTS Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
6	Annual IAT Agreements & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
7	Miscellaneous/One-time Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*
8	OGB Fiscal Note Worksheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
9	DOA Analysis Sheets & Supporting Documents	ACT + 5 CY	0	ACT + 5 CY	M	S	N	V	ACT = until the end of the CY in which the document was created*
10	Fuel Invoices & Supporting Documents	ACT + 1 FY	3 FY	ACT + 4 FY	M	S	Y	V	ACT = until the end of the FY in which the document was received*

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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FFY – Federal Fiscal Year (Oct 1 – Sept 30)
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PERM – Permanent (Life of State) LOA—Life of Agency
NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex: Scanned to OnBase)

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB – Office of Group Benefits
OTS – Office of Technology Services
IAT- Inter Agency Transfers
DOA – Division of Administration

Heath Wilson — Agency Approval
6/3/25 — Date Signed
Lottrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

Journal Page Ref. No.

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Agency No: 003.005

Agency / Division / Section: Division of Administration / Office of Group Benefits / Administration – Communications

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Annual Enrollment Member Guides	LOA + 10 CY	0	LOA+10 CY	P	R	N	V	
2	Annual Enrollment Member Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created"
3	Annual Enrollment HR Presentations	ACT + 10 CY	0	ACT + 10 CY	P	S	N	I	ACT = until the end of the CY in which the presentations were created"
4	Agency/Member Memos on OGB Policies/Procedures Changes	LOA + 10 CY	0	LOA+ 10 CY	P	R	N	V	
5	Medicare Part D Creditable Coverage Notices	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the notices were created"
6	Publications	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	
7	Designation Forms (OGB Coordinator, OGB Additional Agency Contacts) (GB-74, GB-75)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
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MO – Months WK – Week (Mon-Sun) DY - Days)
PERM – Permanent (Life of State) LOA – Life of Agency
NOTE Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to CaBase)

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
HR – Human Resources
OGB – Office of Group Benefits

Heath Hill — Agency Approval
6/9/25 — Date Signed
Patrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (03/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

Format Established by

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__REPLACEMENT PAGE
__ADDENDUM PAGE

Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Administration – General

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Employee Driver Authorization Forms	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the employee separates from agency*
2	OGB Employee Safety Meetings Training Materials & Signed Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
3	OGB Employee PES Evaluations and Planning Session Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which supervisor ends*
4	OGB Employee Time & Attendance Reports	ACT + 2 CY	3 CY	ACT + 5 CY	M	S	Y	V	ACT = until the end of the CY in which the reports were created or received*
5	Vehicle Logs & Supporting Documents	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
6	SOF & Supporting Documents	ACT + 2 FY	1 FY	ACT + 3 FY	M	S	Y	V	ACT = until the end of the FY in which the documents were created or received*
7	Daily Documents/Mail Assignments Logs	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*
8	Records Management Files: Retention Schedules, disposal requests, Transmittals, Surveys and Exceptions)	LOA + 10 CY	0	LOA + 10 CY	M	A	N	V	

Permitted Retention Period Abbreviations
ACT – Active Period (when used define term in remarks column)
FY – Fiscal Year (July 1 – June 30)
CY – Calendar Year (Jan 1 – Dec 31)
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NOTE: Please put an asterisk (*) in the Remarks section for any record series that contains born-digital or imaged records. Include brief description of the technology. (Ex. Scanned to OnBase).

Security Status Codes
P – Public Record
M – May Contain Confidential Information
C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
SOF –Special order Form
OGB= Office of Group Benefits
PES = Personnel Evaluation System

Agency Approval — 4/9/25 Date Signed — Secretary of State, State Archives & Records Services — JUN 11 2025 Date Approved

as amended

Records Retention Schedule

SSARC-932 (08/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
Post Office Box 94125, Baton Rouge, LA 70804

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Contracts Management

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Contracts, Contract Amendments, & Supporting Documents	ACT + 3 CY	7 CY	ACT + 10 CY	M	S	Y	V	ACT = Until the end of the CY in which the contract expires or is terminated*
2	OGB Contract Solicitations (RFP, ITB, RFI) & Supporting Documents	ACT + 3 CY	0	ACT + 3 CY	M	S	Y	V	ACT = Until the end of the CY in which the solicitations deadline ends*

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State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
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U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
RFP = Request for Proposal
ITB = Intent to Bid
RFI = Request for Information

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

Records Retention Schedule

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Agency Services

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Participation Schedules	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	OGB Member Collections Notices & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	OGB Member Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
4	OGB-participating Agency Administrative Error Appeals & Supporting Documents	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Enrollment Change Forms & Supporting Eligibility Documents (GB-01)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Designation Forms (Agency Master User, Eligibility/eEnrollment Contact) (GB-75 CB-78)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
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Agency Abbreviations
OGB = Office of Group Benefits

Heath Wilkinson — Agency Approval
6/9/25 — Date Signed
Patrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

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Records Retention Schedule

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Customer Service

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	OGB Member Correspondence	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
2	Daily Work Papers: Includes printed copies of imaged documents and non-essential notes with PHI or OGB member contact info, produced by OGB Customer Service section staff	ACT	0	ACT	M	S	N	U	ACT = until the end of the day in which the work papers were created *
3	OGB Visitor Logs/Sign-in Sheets	ACT + 2 FY	3 FY	ACT + 5 FY	M	S	Y	U	ACT = until the end of the FY in which the logs were created*

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Archival Processing Codes
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O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB= Office of Group Benefits
PHI = Personal Health Information

Heath Willis — Agency Approval
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Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

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Records Retention Schedule

SSARC-932 (09/20)

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Health Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Self-Funded Health Plan Medical TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	Self-Funded Health Plan Pharmacy TPA Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Fully Insured Health Plan Vendors Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
4	Capitated Primary Care Network Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
5	IMMEHRA Vendor Invoices and Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
6	Health Plan Vendors Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the report or deliverable was received *
7	Health Savings Account Enrollment & Payroll Deduction Elections/Changes (GB-79 Forms)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	TPA Health and Pharmacy Claims (including supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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C – Confidential Information

Archival Processing Codes
A – Transfer to State Archives
R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
TPA = Third party administrator
IMMEHRA = Individual Medicare Market Exchange with Health Reimbursement Arrangements
OGB = Office of Group Benefits

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

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Records Retention Schedule

SSARC-932 (09/20)

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Life Insurance

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
		In Office	In Storage	Total Retention					
1	Fully Insured Basic and Supplemental Life Insurance Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
2	Fully Insured Basic and Supplemental Life Insurance Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	U	ACT = until the end of the CY in which the document was received *
3	Fully Insured Basic and Supplemental Life Insurance Member Beneficiary Designation/Change Forms	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Archival Processing Codes
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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N - No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Heath Willis — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-032 (09/20)

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Medical and Pharmacy Benefits Administration – Flexible Benefits & COBRA

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	FSA & COBRA TPA Vendor Invoices & Supporting Documents	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
2	FSA & COBRA TPA Vendor Reports & Contract Deliverables	ACT + 1 CY	3 CY	ACT + 4 CY	M	S	Y	V	ACT = until the end of the CY in which the document was received *
3	Flexible Spending Arrangement Enrollment/Stop Form (OB-2)	LOA + 10 CY	0	LOA + 10 CY	M	R	N	V	

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Archival Processing Codes
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O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits
TPA = Third Party Administrator

Heath Williams — Agency Approval
6/9/25 — Date Signed
Latrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

Louisiana State Archives—Records Management
Louisiana Secretary of State
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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits/Invoicing

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Reconciled Invoices with Payment Record	PERM	0	PERM	M	R	N	V	*

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Agency Abbreviations

Heath Williams — Agency Approval
6/9/25 — Date Signed
Lottrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

as amended

Records Retention Schedule

SSARC-932 (09/20)

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Agency No. | Agency / Division / Section

003.005 Division of Administration / Office of Group Benefits/Compliance

Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Section 111 Reporting Documents and Reports: mandated by the Centers for Medicare and Medicaid Services (CMS); includes research, communication with CMS, internal communication, reports, working files	PERM	0	PERM	M	R	N	V	
2	Administrative Procedures Act Documents and Reports	PERM	1	PERM	P	R	N	V	
3	Mandated Legislative Reports and Regulations	ACT + 5 CY	0	ACT + 5 CY	P	S	N	V	ACT = Until end of CY report is submitted (Regulations that become OGB policy and procedure may become permanent records)
4	OGB HIPAA Compliance Records	ACT + 6 CY	0	ACT + 6 CY	M	S	N	V	ACT = until the end of the CY in which the records were created or received *

Permitted Retention Period Abbreviations
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State Records Center Use
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N – No

Vital Record Identification Code
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I = Important
U = Useful

Agency Abbreviations
OGB = Office of Group Benefits
HIPAA = Health Insurance Portability and Accessibility Act

Heath Williams 6/9/25
Agency Approval Date Signed

Lotrice Davis JUN 11 2025
Secretary of State, State Archives & Records Services Date Approved

Records Retention Schedule

SSARC-932 (03/20)

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Agency No	Agency / Division / Section
003.005	Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
1	Filing Deadline Mail Records	ACT + 3 CY	0	ACT + 3 CY	M	S	N	I	ACT = until the end of the CY in which the document was created or received. *
2	Live and Event Claims Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
3	Field and Audit Reports	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued *
4	Health Claims (including Supplemental Claims)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
5	Explanation of Benefits (EOBs)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
6	Medical Records	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
7	Pre-determinations	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
8	Case Management	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
9	Medical Necessities	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	

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Heath Wellin — Agency Approval
6/9/25 — Date Signed
Lottrice Davis — Secretary of State, State Archives & Records Services
JUN 11 2025 — Date Approved

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Records Retention Schedule

SSARC-932 (05/20)

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period: In Office	In Storage	Total Retention	Security	Archival	State Records Center	Vital	Remarks
10	Paid in Vouchers	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
11	Flexible Benefit Master File	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
12	Hospital Audits Statistical Reports and Work Papers	ACT + 5 CY	0	ACT + 5 CY	M	S	N	I	ACT = until the end of the CY in which Report was issued *
13	Fraud and Abuse Case Files and Logs	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
14	Health Claim Audits and Work Papers (including over $500 plan Member check Audits)	ACT + 5 CY	0	ACT + 5 CY	C	S	N	-	ACT = until the end of the CY in Audit is completed *
15	Special Reports (Outside Check Cycle)	ACT + 10 CY	0	ACT + 10 CY	M	S	N	I	ACT = until the end of the CY in which report is run *
16	Reviews (Medical and Chiropractic)	LOA + 10 CY	0	LOA + 10 CY	C	R	N	V	
17	Preferred Provider Option/Exclusive Provider Option Contracts	LOA + 5 CY	0	LOA + 5 CY	M	R	N	V	
18	Logic Approvals	ACT + 3 CY	7 CY	ACT + 10CY	M	S	N	V	ACT = until the end of the CY in which plan expires *

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N – No

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Agency Abbreviations
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Agency Approval

6/9/25
Date Signed

Secretary of State, State Archives & Records Services

JUN 11 2025
Date Approved

as amended

Records Retention Schedule

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recmail@sos.la.gov

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Agency No: 003.005
Agency / Division / Section: Division of Administration / Office of Group Benefits / Discontinued Programs

Item Number	Records Series Title	Retention Period: In Office	Retention Period: In Storage	Retention Period: Total Retention	Security	Archival	State Records Center	Vital	Remarks
19	Adjusted Batch Listings	ACT + 7 CY	0	ACT + 7 CY	M	S	N	I	ACT = until the end of the CY in which plan expires *
20	Fully Insured Basic and Supplemental Life Insurance: all claims documents received, requested and sent (Employer Statements, Beneficiary Statements, Explanation of Benefits, Beneficiary Information, Enrollment Information) Notes, Calls and Payments	ACT + 70 CY	0	ACT + 70 CY	M	S	N	V	ACT = until end of CY in which employee separates from the agency

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R – Retain in Agency Archives
S – Review by State Archives
O – Other (Specify in Remarks)

State Records Center Use
Y – Yes
N – No

Vital Record Identification Code
V= Vital
I = Important
U= Useful

Agency Abbreviations
OGB = Office of Group Benefits

Agency Approval — Date Signed: 4/9/25

Secretary of State, State Archives & Records Services — Date Approved: JUN 11 2025

Jeff Landry
Governor

LOUISIANA ECONOMIC DEVELOPMENT

Susan Bonnett Bourgeois
Secretary

December 8, 2024

Senator Glen Womack
Chairman, Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, Louisiana. 70804

Re: BioDistrict New Orleans – Amendment to Previously Approved Cooperative Endeavor Agreement (CEA), between the State of Louisiana and The BioDistrict New Orleans, Effective Date July 1, 2023.

Dear Chairman Womack:

Act 384 of the 2025 Regular Session of the Louisiana Legislature provides for "the initial baseline collection rate for the sales tax area of a medical and biosciences district first established by the legislature of the State of Louisiana during the 2005 regular session shall be one million two hundred seventy two thousand three hundred ninety four dollars." This Act lowered the initial annual baseline collection rate for the BioDistrict (original CEA attached) sales tax area which will ultimately facilitate the potential dedication of roughly $4 million annually for costs associated with the Charity Hospital Project.

Accordingly, Louisiana Economic Development (LED), has had the economic impact analysis updated. Both the BioDistrict and Tulane are requesting that the State approve the attached amendment to the existing CEA to account for the herein-mentioned statutory changes.

Please accept this letter as LED's written approval of the amendment to the CEA.

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

Attachments: Revised Economic Impact Analysis, Amendment and Other Support D

State of Louisiana
Department of Revenue

JEFF LANDRY
GOVERNOR

RICHARD NELSON
SECRETARY

December 9, 2025

Senator Glen Womack
Chairman, Joint Legislative Committee on the Budget
Sent via email to: nicholsc@legis.la.gov and dugasl@legis.la.gov

Re: Amendment to Cooperative Endeavor Agreement with BioDistrict New Orleans concerning tax increment financing

Your staff requested information regarding the "baseline" under the Cooperative Endeavor Agreement (CEA) between the State and the BioDistrict New Orleans (the BioDistrict). The term "baseline" is not defined or used in the statutes governing tax increment financing, nor does it appear in the CEA. The CEA instead establishes an "Annual State Base," which we understand is now being referred to as the baseline, in the amount of $11,716,431. Under the CEA, a percentage of sales tax collected each year within the BioDistrict in excess of the Annual State Base is to be remitted to the BioDistrict in accordance with the CEA's terms.

Act 384 of the 2025 Regular Session amended La. R.S. 33:9038.34 to provide:

> "Notwithstanding the provisions of this Section, the initial annual baseline collection rate for the sales tax area of a medical and bioscience district first established by the legislature of the State of Louisiana during the 2005 Regular Session of the legislature shall be one million two hundred seventy-two thousand three hundred ninety-four dollars."

Act 384 became effective June 20, 2025. In accordance with Act 384, the proposed First Amendment to the CEA revises the Annual State Base from $11,716,431 to $1,272,394.

Please let us know if you need any additional information or clarification.

Sincerely,

Richard Nelson, Secretary
Louisiana Department of Revenue

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896
Telephone (225) 219-4059 • Fax (225) 219-2708 • TDD (225) 219-2114
www.revenue.louisiana.gov

FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE STATE OF LOUISIANA AND
THE BIODISTRICT NEW ORLEANS

THIS FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT (the **"Amendment")** is entered into and between the STATE OF LOUISIANA (the **"State"),** acting by and through the Secretary of the Department of Revenue, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.61 et. seq., acting by and through its duly authorized representative (the **"District"** or the **"BioDistrict").** The State and the BioDistrict may sometimes be referred to as "Party" or collectively as the "Parties." This Amendment is effective as of_____, 2025 and amends the Cooperative Endeavor Agreement between the State and the BioDistrict dated July 1, 2023 ("Original CEA")

RECITALS

A. The State and the BioDistrict entered into the Original CEA on July 1, 2023 setting forth the covenants, conditions, term, rights, and obligations of the Parties, as more fully described in the Original CEA, a copy of which is attached hereto and made a part hereof as Exhibit A.

B. The state sales and use tax collections projected and contemplated by the Original CEA were authorized based upon the existing sales and use tax collection statutes, R.S. 47:302, R.S. 47:321, R.S. 47:331, and R.S. 51:1286 at the time the Original CEA became effective.

C. These sales and use tax collection statutes in existence at the time the Original CEA became effective (and collected within the geographic boundaries of the District), and showed the following rates, R.S. 47:302 at a rate of 2%, R.S. 47:321 at a rate of 1%, and R.S. 47:331 at a rate of .97%, subject to the exemptions in effect for each specific statute and the Louisiana Constitution at the time of execution of the Original CEA. The tax imposed under R.S. 51:1286 at a rate of .03% was specifically excluded from the tax increment financing arrangement described in the Original CEA.

D. The state sales and use tax collections contemplated by the Original CEA mistakenly included the sales and use tax established by R.S. 47:321.1 at a rate of .45% and R.S. 47:321.1(H) specifically prohibits any of the revenue collected under R.S. 47:321.1 from being remitted to any tax increment financing district or economic development project.

E. Additionally, the Louisiana State Legislature enacted Act 11 during the 2024 Third Extraordinary Session, which increased the rate of tax imposed by 47:331 from 0.97% to 1% and repealed the 0.03% levied in R.S. 51:1286.

F. The Parties recognize, acknowledge and accept that the rate of tax established by R.S. 47:302, R.S. 47:321, and R.S. 47:331 as enacted on the effective date of the Original CEA shall apply retroactively to any and all dates of the Original CEA before the rate and tax changes effectuated by Act 11 of the 2024 Third Extraordinary Session.

G. In the 2025 Regular Session of the Louisiana legislature, HB 578 was passed and signed into law on June 20, 2025 as Act 384, and Act 384 provides "the initial annual baseline collection rate for the sales tax area of a medical and biosciences district first established by the legislature of the State of Louisiana during the 2005 regular session shall be one million two hundred seventy two thousand three hundred ninety four dollars."

H. The State and the BioDistrict are mutually desirous of amending certain provisions of the Original CEA to comply with Act 11 of the 2024 Third Extraordinary Session, La. R.S. 47:321.1(H), and Act 384 of the 2025 Regular Session of the Louisiana legislature to protect the fiscal interests of all the parties to the Original CEA and ensure the State is properly administering all applicable state and federal laws.

NOW, THEREFORE, for and in consideration of the covenants, conditions, terms and provisions set forth herein, the sufficiency of which are acknowledged and hereby deemed satisfactory to both parties, the State and the BioDistrict agree as follows:

1. In the Recitals section, delete the following paragraph:

WHEREAS, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

2. In the Definitions section, amend and restate "Annual State Base" as follows:

"Annual State Base" shall mean one million two hundred seventy-two thousand three hundred ninety four dollars per Act 384 of the 2025 Session of the Louisiana legislature, which shall be the initial annual baseline collection amount.

3. In the Definitions section, amend and restate "Annual Pledged State Increment" as follows:

"Annual Pledged State Increment" shall mean a sum equal to forty-five percent (45%) of the Annual State Increment collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Year during the Term.

4. In the Definitions section, amend and restate "State Sales and Use Tax" as follows:

"State Sales and Use Tax" shall mean the aggregate sales and use taxes levied and collected by the State as a result of the sales and use taxes levied under R.S. 47:302 at a rate of 2%, R.S. 47:321 at a rate of 1%, and R.S. 47:331 at a rate of .97%, collected within the geographic boundaries of the District; sales and use tax shall not mean or include any dedicated hotel motel

sales tax or rebates issued under contract through the Enterprise Zone Program Administered by Louisiana Economic Development.

5. In the Definitions section, add the following definitions:

"Charity Hospital Project" shall mean the redevelopment of the former New Orleans Charity Hospital located at 1532 Tulane Avenue, New Orleans, which is a State-owned facility under the control of the Louisiana State University system.

"Tulane" shall mean The Administrators of the Tulane Educational Fund, a Louisiana nonprofit corporation, doing business as Tulane University, and its affiliates.

6. Article II, State Representations, paragraph 2, is amended and restated in its entirety as follows:

2. Scope of Authorized Agreement. The Act authorizes the State to enter into cooperative endeavor agreements with local government subdivisions and economic development districts that may provide for the use of State Sales and Use Tax receipts for economic development projects, such as the Project, after approval of the Joint Legislative Committee on the Budget and the State Bond Commission. Pursuant to the Act, Joint Legislative Committee on the Budget approval was originally received by the BioDistrict on October 18, 2023 and again on INSERT DATE and the State Bond Commission approval was received by the BioDistrict on INSERT DATE, and the approved proposals are attached hereto as **Exhibit C, *en globo.***

7. In Article IV, Cooperative Endeavor Obligations, add the following subparagraph e to paragraph 2:

e. The BioDistrict agrees to expend the Annual Pledged State Increment in the following manner and order of precedence:

i. The BioDistrict shall receive and be authorized to expend the Annual Pledged State Increment not to exceed the amount it has received in city sales tax increments under the Local Cooperative Endeavor Agreement for each year of collection. In no event shall the state sum exceed twenty-five million dollars ($25,000,000) in the aggregate over the term of this Agreement. Funds authorized in section IV(2)(e)(ii) below are separate and independent and shall not count toward the twenty-five million dollars ($25,000,000) aggregate cap.

ii. The BioDistrict shall receive and expend four million dollars of the Annual Pledged State Increment annually to pay for debts or expenses incurred by, or on behalf of, Tulane to fund its share of the costs of the Charity Hospital Project.

8. Except as specifically provided otherwise in this Amendment, the Original CEA shall continue in full force and effect as originally written.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES OF THE PARTIES FOLLOW]

IN WITNESS WHEREOF, The State of Louisiana and the BioDistrict New Orleans hereby execute and deliver this First Amendment on this _____ day of _____, 2025.

THE BIODISTRICT NEW ORLEANS

_____

By: Andy Kopplin
Title: Chair, Board of Directors

Date: _____

THE STATE OF LOUISIANA, ACTING BY AND THROUGH THE DEPARTMENT OF REVENUE:

By: _____
Print Name: Richard Nelson
Title: Secretary, Department of Revenue
Date: _____

Tulane's Investment in Redeveloping Old Charity Hospital in New Orleans[1]

In the 2025 Regular Session of the Louisiana legislature, House bill 578 was passed and signed into law as Act 384. This Act provides for "the initial baseline collection rate for the sales tax area of a medical and biosciences district first established by the legislature of the State of Louisiana during the 2005 regular session shall be one million two hundred seventy two thousand three hundred ninety four dollars." Act 384 lowered the initial annual baseline collection rate for the BioDistrict sales tax area thereby facilitating the potential dedication of $4 million annually for costs associated with the Charity Hospital Project.

As part of a complex redevelopment project, Tulane University[2] is planning to undertake a major investment of $425 million in redeveloping a significant portion of Charity Hospital, a state-owned facility under control of Louisiana State University and leased to 1532 Partners, while other partners in the joint venture will be investing $200 million for their part of this project for a total of $625 million invested. Tulane's investments are contingent upon securing public support. Tulane University is ranked by New Orleans, Inc as one of the largest employers in New Orleans along with Ochsner Health System, Woodward Design, Entergy, Whitney Holding Corp., Boh Bros Construction, and Superior Energy Services.[3] Public dollars for projects in an area such as the redevelopment of Charity Hospital are sometimes essential to encourage and engage private investment dollars. State support is a useful vehicle to provide the funding over a period of time and to relate the funding to specific economic activity in the area and to send the message to private investors that these public projects have long-term and predictable support.

The sales tax for a specific geographic area of a municipality or a district currently produces a certain amount of revenue for the city, the state, and other public agencies. These sales tax revenues in BioDistrict New Orleans are not expected to grow substantially if the Charity Hospital, vacant since Hurricane Katrina over twenty years ago, is not redeveloped. Tulane says it is unable to undertake the project without securing public expenditures to enhance and encourage its redevelopment and there are no other potential anchor tenants for this building if Tulane chooses to expand its downtown campus elsewhere. These proposed public expenditures will be aimed at promoting and sustaining the success of the long-term redevelopment of Charity Hospital and the overall growth and development of BioDistrict New Orleans.

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[1] This report is an update to several reports considering the BioDistrict in New Orleans with the first report being completed in October 2019 and then updated in 2021 and 2022. Updates are to be expected with projects being considered over a five-to-ten-year time period. The basic premise has not changed but the actual sales tax collections and projected sales tax collections have changed as one would expect and the focus is on Charity Hospital as well as Tulane University's direct involvement.

[2] Tulane in this case means The Administrators of the Tulane Educational Fund, a Louisiana nonprofit corporation.

[3] "Doing Business in New Orleans," New Orleans Inc.

ENCOURAGING AND SUPPORTING TULANE'S REDEVELOPMENT OF CHARITY HOSPITAL IN BIODISTRICT NEW ORLEANS

Private investments will ultimately drive the economic success of Charity Hospital and BioDistrict New Orleans, but public investments are often a necessary component to enable these private investments. The long-term redevelopment of Charity Hospital is an important and significant factor in economic diversification in the New Orleans area with a focus on education, life sciences, and healthcare in the BioDistrict. Private investments are crucial, but private investments are dependent on the desirability of the area. This desirability is related to short and long-term public involvement—particularly the BioDistrict's ability to be an active participant in the development activities within the district. The proposed state support for Tulane with respect to the restoration of Charity Hospital is a direct encouragement to attract, encourage, and maintain private investments.

BioDistrict New Orleans signed a Cooperative Endeavor Agreement (Local CEA) with the City of New Orleans effective as of November 1, 2022 and providing to the BioDistrict the "Annual City Increment" defined as 100% of the Annual City Increment or the amount of City Sales and Use Tax collected in the boundaries of the district in excess of Annual City Base but not to exceed 125% of the BioDistrict's sales tax estimates as noted in Exhibit C of the 2022 CEA. The Annual City Base grows by 2% per year starting as of January 2023 with City sales tax collections being identified as $11,155,153.48 based on actual collections as of 2021.

BioDistrict New Orleans also signed a Cooperative Endeavor Agreement (State CEA) with the State of Louisiana effective as of July 1, 2023 and providing to the BioDistrict the "Annual State increment" which provides the BioDistrict with an annual match not to exceed the amount provided to the BioDistrict under the local CEA, up to an overall maximum of $25 million. Act 384 does not authorize any changes to this existing arrangement but does authorize the State to provide an additional $4 million in annual revenues for the BioDistrict for the purpose of supporting the redevelopment of Charity Hospital for the remainder of the CEA's term.

This additional support by the State of Louisiana to support public investments directly related to the redevelopment of Charity Hospital will enhance the long-term development and growth of the BioDistrict, the City of New Orleans, the Greater New Orleans region, and the State of Louisiana given the focus of the BioDistrict is related to education, life sciences, and healthcare development.

In this report we are providing the most current information regarding state sales tax collections in BioDistrict New Orleans based on zip codes[4] in which the BioDistrict is located with this information provided by the Louisiana Department of Revenue. This information includes the following:

(1) state revenue estimates for BioDistrict New Orleans with and without the creation of BioDistrict New Orleans but taking into account the state sales tax collections

[4] BioDistrict is in zip codes 70112 and 70119.

from fiscal year 2022 through fiscal year 2024 and the projected state sales tax collections as accepted by the Louisiana Revenue Estimating Conference.

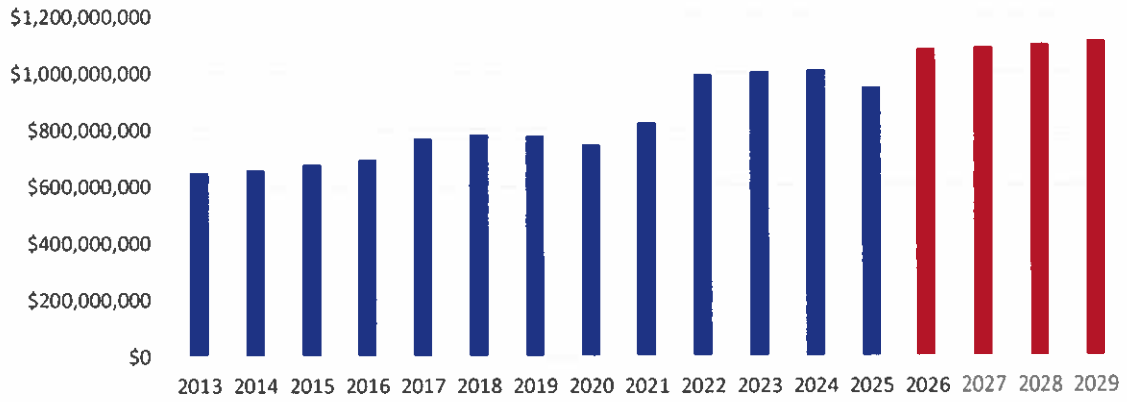
(2) Updated estimates of sales tax collections to be generated in BioDistrict New Orleans if there is no public investment in the district and if there is public investment as proposed by Act 384 supported by the State Legislature and signed by the Governor.

(3) a focus on the public investments to be supported by the public investments along with other investments and the significance of these investments in attracting private investments as has occurred in other municipalities.

State Sales Tax Revenues

Actual and estimated state sales taxes collections per 1% sales tax rate from 2013 through 2027 are illustrated in Figure 1.[5] State sales taxes per 1% sales tax rate grew on average by 3.2% from 2013 through 2019. State sales tax collections per 1% sales tax rate declined in 2020 by over 4% related to the nation-wide pandemic. In fiscal year 2021 and 2022 state sales tax collections per 1% tax rate grew by just over 10% in 2021 and just over 20% in 2022 with these high growth rates being related to a lower sales tax base given the 2020 downturn and the recovery from the 2020 economic downturn. State sales tax collections in fiscal years 2023 and 2024 declined slightly from the 2022 sales tax collections. State sales tax collections per 1% tax rate projections are based on the most recent estimates provided by the Louisiana Revenue Estimating Conference, with these projections suggesting that state sales tax collections will grow more slowly from 2026 through 2029.

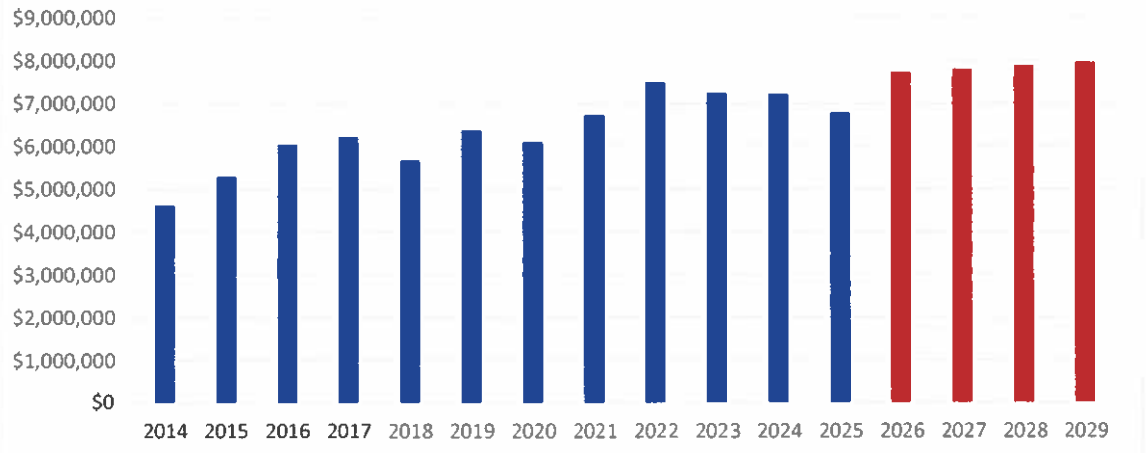
Figure 1. State Sales Tax Per 1% with 2026 to 2029 being REC Estimates as of November 2025



[5] We use sales tax collections per a 1% sales tax rate since the state's sales tax rate has varied since 2013 from 4% to 5% as of April 2016, back to 4.45% as of fiscal 2018, and then recently back to 5% as of January 1, 2025.

The actual and estimated BioDistrict New Orleans state sales tax collections from 2014 through 2029 are illustrated in Figure 2. From 2013 through 2021 the estimated sales tax revenues for zip codes 70112 and 70119 are steady with 2020 and 2021 being an exception given the pandemic. Fiscal year 2022 stands out in terms of the level of estimated sales tax collections in the BioDistrict New Orleans—this reflects the higher inflation rates as well recovering from the pandemic. The sales taxes from 2023 to 2025 indicated a slowdown in the BioDistrict but with 2025 being consistent with the state's estimates for a slight decline. The estimates from 2027 through 2029 indicate a modest increase in each year.

Figure 2. State SalesTaxes in BioDistrict with 2026-2029 being Estimates Based on Current Old Charity Hospital



*Based on state tax collections by New Orleans zip codes from 2014-2024 and economic conditions as reflected in overall state sales tax collections for 2025 through 2029.

Updated estimated sales tax revenues in BioDistrict New Orleans, given no changes in the state's public policy regarding the BioDistrict and given changes in public policy with respect to BioDistrict New Orleans, are presented in Table 1. State sales tax revenues, given no structural changes in BioDistrict New Orleans, are projected to grow at 0.5% per year in the BioDistrict.[6] This estimate of 0.5% growth in sales tax receipts in the BioDistrict is in line with the comments by the New Orleans Revenue Estimating Conference at its May 2024 meeting noting that sales taxes and other excise taxes were on a flat or declining trajectory and a similar comment on declines in sales tax receipts due to inflation and a declining population at the Conference's September 2025 meeting. Tulane's investment of the proposed state dollars and its own, self-funded investments in Charity and its adjacent downtown campus and expanding activities within and around Charity are the necessary ingredients that can generate private investments

[6] The 0.5% estimate is based on a decline in the BioDistrict in 2023 and 2024 after the more rapid growth in sales tax collections in 2021 and 2022 after a major decline in 2020 due to the pandemic and on statements in the New Orleans Revenue Estimating Conference reports in 2024 and 2025 regarding overall sales tax collections for the city.

and further economic activity in BioDistrict New Orleans and thereby generate additional sales tax revenues from construction activities and ongoing economic activities that spur job growth.

The net new revenues related to the private and public investments in BioDistrict New Orleans are projected to grow modestly for the first several years and then much more substantially as of 2026 and beyond. This is not surprising. Indeed, it is exactly what a company expects in making a major investment. The net new income shows up once the investment has been completed. The contributions of the public investments will enable the complete redevelopment of Charity Hospital and will encourage other private investments. And, as these investments come to the BioDistrict New Orleans, additional state sales tax collections will be forthcoming. We must acknowledge and appreciate this is a long-term investment. The estimated growth rates related to new investments in the BioDistrict and Charity Hospital are based on the Milken Institute's *Best Performing Cities 2024: Focus on Sustainable Growth and Resilience*. These growth rates in the cities noted by the Milken Institute represented cities in various locations, sizes, and employment opportunities.

We also note that during the initial years in which investments are being made there will be substantial sales tax revenues related to other investment projects. The estimates in Table 1 are based on recurring economic activities and not one-time investment/construction activities. Construction activity creates a wave of economic activity with the construction starting slowly, increasing activity quickly, and then slowing down as the construction process is completed. During this this time the city and state will generate additional tax revenues since construction materials and equipment are taxable unless, otherwise, exempted. In addition, workers on the project will create economic activity that will lead definitely to additional state sales taxes and, depending on where they live, additional New Orleans sales taxes.

All economic projects, such as restoring and refocusing Charity Hospital, are long-term investments in which the final result will be a number of years down the road. It should start showing some improvements within two to three years as indicated in the sales tax estimates, but all private and public investments provide a rate of return only after a number of years. Finally, this is the type of investment that New Orleans needs to diversify and improve its overall economy and overcome the observations from New Orleans leaders in the New Orleans Revenue Estimating Conference in 2024 and 2025 regarding the lagging revenues from sales and other excise taxes.

Table 1. Adjusted State Sales Tax Estimates for BioDistrict New Orleans Based on Most Current and Estimated State Sales Tax Collections and Tulane's Investments in Upgrading Charity Hospital

State Fiscal Year Tax Receipts, 2%	Sales Tax Estimates in BioDistrict New Orleans Given No Major Public Investments	Sales Tax Estimates in BioDistrict New Orleans With Major Public Investments	Increased Sales Tax Due to Major Improvements in Old Charity and State's Annual Commitment	Comments on Changes in Sales Tax Collections
2022	$14,974,732	$14,974,732	$0	No Construction Activity Occurred on Upgrading Charity Hospital
2023	$14,490,853	$14,490,853	$0	
2024	$14,402,478	$14,402,478	$0	
2025	$14,474,490	$14,546,503	$0	
2026	$14,546,863	$14,691,968	$0	Start-up Activities with state and Tulane's investments
2027	$14,619,597	$14,838,887	$0	
2028	$14,692,695	$15,432,443	$511,686	Increased activities at Charity Hospital including capital improvements, additional activities at Charity, and expanded economic activities in the BioDistrict. The improvements in Charity Hospital and further investments should lead to an economic growth climate.
2029	$14,766,158	$16,049,740	$1,046,398	
2030	$14,839,989	$16,691,730	$1,605,069	
2031	$14,914,189	$17,359,399	$2,188,671	
2032	$14,988,760	$18,053,775	$2,798,215	
2033	$15,063,704	$18,775,926	$3,434,750	
2034	$15,139,022	$19,526,963	$4,099,370	
2035	$15,214,717	$20,308,042	$4,793,210	
2036	$15,290,791	$21,120,363	$5,317,375	
2037	$15,367,245	$21,965,178	$5,859,166	
2038	$15,444,081	$22,843,785	$6,419,122	
2039	$15,521,302	$23,529,099	$6,997,797	
2040	$15,598,908	$24,234,972	$7,595,764	
2041	$15,676,903	$24,962,021	$8,213,610	
2042	$15,755,287	$25,710,881	$8,851,940	

Public Projects Used to Encourage Private Investment

The ultimate success of upgrading Charity Hospital in the BioDistrict New Orleans is related to increasing private investments occurring in the district and/or major investments by the federal government. However, these private or federal investments are related to the desirability of BioDistrict New Orleans which depends on the investment of dollars in facilities, technology, and people. Some cities have received major health-related investments in low-income areas from major medical providers such as John Hopkins Medicine in Baltimore, Maryland, to Spectrum Health in Grand Rapids, Michigan, and to the county in Cook County, Illinois. These investments could include building new facilities, renovating existing facilities, funding other health-related activities, and, in some cases, building health-centers in "healthcare deserts." Other cities such as Akron, Ohio; Durham, North Carolina; Flint, Michigan; and Providence, Rhode Island have provided other services to improve of healthcare for lower income communities.

The purpose of BioDistrict New Orleans is to enhance the development of an area of downtown New Orleans that has been slow to rebound from Katrina. This is an opportune time given that Tulane University is focused on redeveloping the Charity Hospital Building which has been unused since Katrina. The focus of the proposed state's support is to provide funding on getting long-term projects such as redeveloping Charity Hospital underway.

Projected Impact of Investment in BioDistrict New Orleans

The purpose of the state's support is to make a public investment that will support Tulane's investment in upgrading Charity Hospital and in encouraging additional private investments. Any large investment will be spread over several years. Tulane's goal is to make the investments over a 3-to-5-year time horizon. In Table 2 we illustrate, as an example, the role of the state's annual investment in Charity Hospital along with Tulane's support leading to further private investment and the economic impact of Tulane's investment of $425 million as part of what is a total $625 million project.

If the investments are completed over a three-year time period, then this spending will support just over 3,063 jobs per year with personal earnings of $129.9 million and state and local tax receipts of about $18.2 million per year with $9.9 million going to the state yearly and approximately $8.3 million to local governments. If the investments are made over five years, then the spending supports 1,781 jobs per year with personal earnings of $77.9 million and state and local tax receipts of $10.9 million per year with $5.9 million going to the state and $5.0 million going to local governments.

The Tulane's investments are structured to initiate the rehabilitation of Charity and to provide the financial activities that will support the growth in the New Orleans economy and guarantee the outcomes as noted in Table 1.

Table 2. Economic Impact of Estimated Investment of $625 million over 3 and 5 Years

Investment over number of years	Estimated Direct Investment Spending per year	Economic Impact per year	Personal Earnings Created per year	Net New Jobs per year	New State Receipts per year	New Local tax Receipts per year
3 years	$208,333,333	$413,133,000	$129,864,000	3,063	$9,873,653	$8,307303
5 years	$125,000,000	$247,979,800	$77,918,400	1,781	$5,921,600	$4,986,978

Final Comments

The BioDistrict is an area of New Orleans that can connect the educational community, business district, the entertainment district, the sports district, and the medical district together. It can provide a location for new industries, particularly in the health and life sciences, to be initiated as part of the BioDistrict's strategic plan and in partnership with LSU Health Science Center, Tulane University, Xavier University, LCMC Health, Ochsner Health, the New Orleans Bioinnovation Center, the University Hospital, the Veteran's Administration Regional Medical Center, and the Louisiana Cancer Research Center. The major investment in Charity Hospital which has been closed since Hurricane Katrina is a necessary step forward to transforming what has been a significantly abandoned section of downtown New Orleans, and its success will lead to increases in the overall economic activity in the area. The state's support provides a line of revenues focused on redeveloping Charity Hospital and turning an eyesore and an impediment to growth and development into an engine of economic growth.

ENROLLED

2025 Regular Session

ACT No. 384

HOUSE BILL NO. 578

BY REPRESENTATIVE EMERSON

AN ACT

To amend and reenact R.S. 47:301(3)(a), (4)(k)(i), (10), (13)(a), (16)(d), (18)(a) and (c)(i), and (27)(x)(ix), 301.1(F), 301.3(7)(a) and (10)(a), 305.1(A), (B), (C)(1)(introductory paragraph) and (c) and (3)(a), 305.2(A)(5), 305.6(1), (5), and (6), 305.7(A)(1) and (2), 305.12(D), 305.33, 305.36(A), (B), and (C)(1), 305.50(A)(2)(b)(i), 305.75(A), 321(A), 321.1(A), (B), and (C)(2), 331(A) and (B), and 337.10(A) and (D) and R.S. 51:1286(A), to enact R.S. 33:9038.34(P), R.S. 39:100.118, and R.S. 47:301.3(11), 301.4(C)(4), 305(E)(4) and (L), 305.1(C)(6), 305.12(E), 305.14, 305.21, 305.22, 305.23, 305.64, 337.4(B)(4), and 337.10(E), and to repeal R.S. 47:301.6(B) and (C), 305.2(A)(4), and 305.36(E), relative to sales and use tax; to provide with respect to exemptions from sales and use taxes levied by taxing authorities; to exempt certain services from sales and use tax; to provide for the exemption for schools and educational materials; to provide for the exemption for certain intergovernmental transactions; to provide for exemptions for certain nonprofit organizations; to provide for the exemption for software and digital products for certain healthcare facilities; to provide for an exemption for certain sickle cell disease organizations; to provide for the exemption for transactions involving certain motor vehicles; to provide for an exemption for qualifying radiation therapy treatment centers; to provide for the exemption for certain ships and ships' supplies; to provide for sales and use tax exemptions for certain governments; to authorize purchases made by certain contractors on public contracts to qualify for an exemption; to authorize an exemption for sales taxes on certain boats; to establish the initial baseline collection rate for a certain sales tax area established by the legislature; to provide with respect to the levies of certain taxes; to provide for taxes levied on certain telecommunication and ancillary services; to provide for the amount of sales and use

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

taxes dedicated to tourism; to provide for definitions; to provide for limitations and requirements; to provide for local optional exemptions; to authorize the refund of certain sales and use taxes under certain circumstances; to provide for the establishment of the Local Revenue Fund; to provide for the transfer, deposit, and use of monies in the fund; to provide for applicability; to provide for effectiveness; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 33:9038.34(P) is hereby enacted to read as follows:

§9038.34. Sales tax increment financing

* * *

P. Notwithstanding the provisions of this Section, the initial annual baseline collection rate for the sales tax area of a medical and bioscience district first established by the legislature of the State of Louisiana during the 2005 Regular Session of the legislature shall be one million two hundred seventy-two thousand three hundred ninety-four dollars.

Section 2. R.S. 39:100.118 is hereby enacted to read as follows:

§100.118. Local Revenue Fund

A. There shall be established in the state treasury, as a special fund, the Local Revenue Fund, hereinafter referred to in this Section as the "fund". After allocation of money to the Bond Security and Redemption Fund as provided for in Article VII of the Constitution of Louisiana, the treasurer shall deposit in and credit to the Local Revenue Fund the avails of the taxes imposed by R.S. 47:301.1(F) and any other revenue dedicated to the fund by the legislature. The legislature may appropriate additional sums to the fund.

B. The monies in the fund shall be used solely for distribution to ad valorem tax recipient bodies within a parish to offset losses attributable to business inventory exemptions to the ad valorem tax granted by a parish.

C. Monies in the fund shall be invested in the same manner as monies in the state general fund. Interest earned on the investment of monies in the fund shall be deposited in and credited to the fund.

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

Dr. Richardson's Impact Analysis

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

Updating[1] the Report on the BioDistrict New Orleans, December 2022[2]

Tax-increment financing (TIF) provides public dollars for projects in an area such as the BioDistrict New Orleans that will not be financed by private parties, but yet, are essential for private investments to be forthcoming and successful. In the BioDistrict New Orleans such projects might include the revitalization of the Duncan Plaza along with dealing with challenges from stormwater runoff and drainage, supporting affordable housing alternatives, developing regional transit infrastructure, supporting workforce development programs, and other such public services that are significant factors in the location of private investments. These are all public projects requiring funding by public bodies. A TIF is a useful vehicle to provide the funding over a period of time and to relate the funding to economic activity in the area and to send the message to private investors that these public projects have long-term and predictable support.

The sales tax for a specific geographic area of a municipality or a district currently produces a certain amount of revenue for the city, the state, and other public agencies. These sales tax revenues in BioDistrict New Orleans given its present condition is not expected to grow substantially if the district is not enhanced by new investments including public expenditures to enhance and upgrade the district. These proposed public expenditures (including capital projects and possibly several recurring items such as workforce development but with a long-term impact on the community) will be aimed at promoting and sustaining the success of the long-term development and growth of BioDistrict New Orleans.

Private investments will drive the economic success of BioDistrict New Orleans, but the public investments will be a necessary component to encourage the private investments. The long-term development of BioDistrict New Orleans is an important and significant factor in economic diversification in the New Orleans area. Developing and enhancing BioDistrict New Orleans should add to the continued development and growth of the healthcare industry in New Orleans as well as providing assistance to the tourist industry. Private investments are crucial, but private investments are dependent on the desirability of the area. This desirability is related to short and long-term public involvement—its ability to be an active participant in the development of the district. The TIF requested by BioDistrict New Orleans is to finance public investments in the area to attract, encourage, and maintain private investments.

[1] Prepared by Dr. James A. Richardson, Professor Emeritus Louisiana State University.

[2] This report as of December 2022 is an update to several reports with the first report being completed in October 2019 and then updated in March 2021. Updates are to be expected with projects being considered over a five-to-ten-year time period. The basic premise has not changed but the actual sales tax collections and projected sales tax collections have changed as one would expect.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

BioDistrict New Orleans has signed a Cooperative Endeavor Agreement (CEA) with the City of New Orleans effective as of November 1, 2022 and providing to the BioDistrict the "Annual City Increment" defined as 100% of the Annual City Increment or the amount of City Sales and Use Tax collected in the boundaries of the district in excess of Annual City Base but not to exceed 125% of the BioDistrict's sales tax estimates as noted in Exhibit C of the CEA. The Annual City Base grows by 2% per year starting as of January 2023 with City sales tax collections being identified as $11,155,153.48 based on actual collections as of 2021.

BioDistrict New Orleans is now seeking a similar CEA with the State of Louisiana to support the public investments that will encourage and support the private investments that are necessary to drive and diversify the New Orleans economy.

In this report we are providing additional and updated information regarding state sales tax collections in BioDistrict New Orleans.

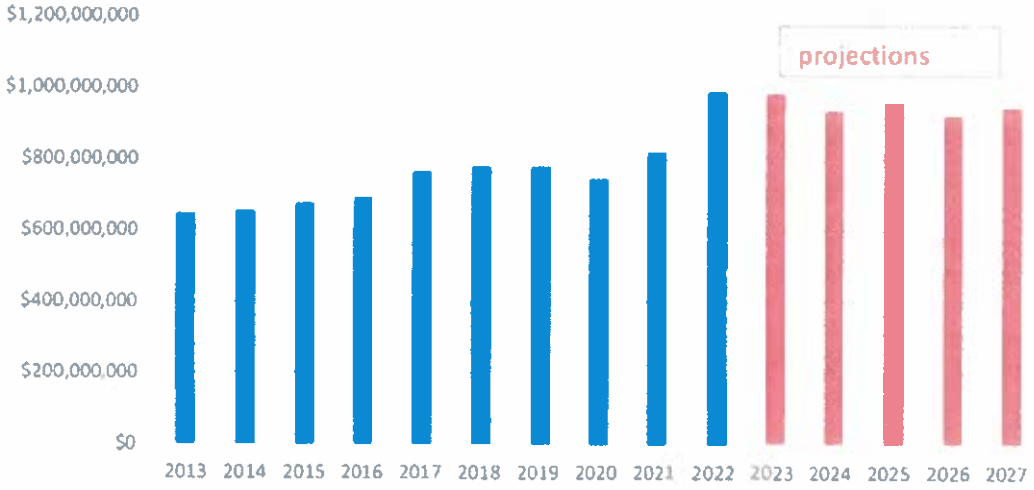
(1) a reworking of the state revenue estimates for BioDistrict New Orleans with and without the creation of BioDistrict New Orleans but now taking into account the state sales tax collections through fiscal year 2022 (July 2021 through June 2022) and the projected state sales tax collections as accepted by the Louisiana Revenue Estimating Conference as of December 15, 2022.
(2) Updated estimates of sales tax collections to be generated in BioDistrict New Orleans if there is no public investment in the district and if there is public investment as proposed by BioDistrict New Orleans
(3) a focus on the public investments to be supported by the TIF and the significance of these investments in attracting private investments as has occurred in other municipalities.

State Sales Tax Revenues

Actual and estimated state sales taxes collections per 1% sales tax rate from 2013 through 2027 are illustrated in Figure 1.[3] State sales taxes per 1% sales tax rate grew on average by 3.2% from 2013 through 2019. State sales tax collections per 1% sales tax rate declined in 2020 by over 4% with this related to the pandemic. In fiscal year 2021 and 2022 state sales tax collections per 1% tax rate grew by just over 10% in 2021 and just over 20% in 2022 with these high growth rates being related to a lower base given the 2020 downturn and the recovery from the 2020 downturn. State sales tax collections per 1% tax rate projections are based on the most recent estimates provided by the Louisiana Revenue Estimating Conference, with these projections suggesting that state sales tax collections will grow more slowly from 2023 through 2028.

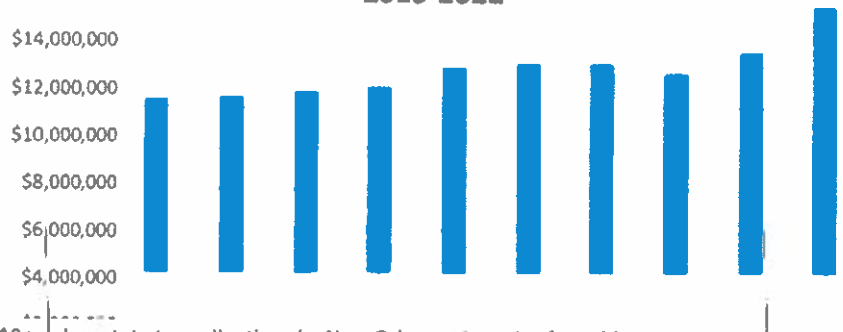
[3] We use sales tax collections per a 1% sales tax rate since the state's sales tax rate has varied since 2013 from 4% to 5% and then back to 4.45%.

Figure 1. State Sales Tax Collections per 1% rate, 2013-2027 (estimates from 2023 through 2027)



The estimated Bio-District New Orleans state sales tax collections from 2013 through 2022 are illustrated in Figure 2. From 2013 through 2021 the estimated sales tax revenues for zip codes 70112 and 70119 are steady with 2020 being an exception given the pandemic. Fiscal year 2022 stands out in terms of the level of estimated sales tax collections in the BioDistrict New Orleans—this reflects the higher inflation rates as well as other economic events.

Figure 2. Estimated 2% State Taxes in BioDistrict Orleans 2013-2022*



*Based on state tax collections by New Orleans zip codes from 2014-2018 and economic conditions as reflected in overall state sales tax collections for 2019 through 2022.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

Updated estimated sales tax revenues in BioDistrict New Orleans, given no changes in public policy regarding the BioDistrict and given changes in public policy with respect to BioDistrict New Orleans, are presented in Table 1. State sales tax revenues, given no structural changes in BioDistrict New Orleans are projected to grow at 2% per year based on the Federal Reserve System's inflation target.[4] The TIF and the investment of these dollars in appropriate public projects supporting BioDistrict New Orleans are identified as ingredients that generate activities and private investments in BioDistrict New Orleans and thereby generate additional sales tax revenues. Table 1 also includes limits contained in the New Orleans CEA regarding the maximum amount of sales tax dollars that would be submitted to BioDistrict New Orleans in each year from 2022 through 2039 regardless of the City sales tax collections.

The net new revenues related to the private and public investments in BioDistrict New Orleans are projected to grow modestly for the first several years and then much more substantially as of 2026 and beyond. This is not surprising. Indeed, it is exactly what a company expects in making a major investment. The net new income shows up once the investment has been completed. The contributions of the public investments will first have to encourage private investments. And, as the private investments come to the BioDistrict New Orleans, the additional state sales tax collections will be forthcoming. We must acknowledge and appreciate this is a long-term investment.

We also note that during the initial years in which investments are being made there will be substantial sales tax revenues related to the investment projects. The TIF estimates are based on recurring economic activities and not one-time investment/construction activities.

This TIF can be used supporting the redevelopment of Duncan Plaza with an emphasis on drainage issues, making public investments for workforce training, identifying affordable housing alternatives, supporting green infrastructure, improving public transit, creating a friendly environment for small business development and higher education as described in the Greater New Orleans Foundation's strategic plan for the district, and supporting medical research initiatives. TIF resources can also provide bond financing for capital projects necessary to improve the district or other ongoing activities that will be necessary at the beginning of the development of the district. These are projects that are tailored to the specific needs of this district, though, once the district is developed, it should provide positive economic returns throughout the city and the region.

[4] *"Inflation, Part 3: What is the Fed's Current Goal? Has the Fed Met its Inflation Mandate?,* St. Louis Federal Reserve Bank, Posted September 9, 2022.

Table 1. Adjusted State Sales Tax Estimates for BioDistrict New Orleans Based on Most Current State Sales Tax Collections and Estimates

State Fiscal Year Tax Receipts, 2°	Sales Tax Estimates in BioDistrict New Orleans Given No Major Public Investments	Sales Tax Estimates in BioDistrict New Orleans With Major Public Investments	Estimated State TIF Dollars used for Public Investments in District	TIF Limits as Included in New Orleans CEA*
2020	$9,680,472	$9,680,472	$0	
2021	$10,671,978	$10,671,978	$0	
2022	$12,872,629	$12,872,629	$0	$385,704
2023	$12,808,360	$12,808,360	$0	$1,137,477
2024	$12,185,528	$12,307,383	$121,855	$1,443,633
2025	$12,453,416	$12,922,753	$469,337	$1,124,145
2026	$12,033,450	$13,956,573	$1,923,123	$1,156,950
2027	$12,307,750	$15,073,099	$2,765,349	$1,301,737
2028	$12,553,905	$15,826,753	$3,272,848	$1,645,901
2029	$12,804,983	$16,618,091	$3,813,108	$2,012,856
2030	$13,061,083	$17,448,996	$4,387,913	$2,403,851
2031	$13,322,304	$18,321,446	$4,999,141	$2,820,204
2032	$13,588,751	$19,237,518	$5,648,767	$3,263,297
2033	$13,860,526	$20,199,394	$6,338,868	$3,734,587
2034	$14,137,736	$21,209,363	$7,071,627	$4,235,603
2035	$14,420,491	$22,269,832	$7,849,341	$4,767,957
2036	$14,708,901	$23,383,323	$8,674,423	$5,333,339
2037	$15,003,079	$24,552,489	$9,549,411	$5,933,530
2038	$15,303,140	$25,780,114	$10,476,974	$6,570,401
2039	$15,609,203	$27,069,119	$11,459,916	$7,245,919

*TIF cannot exceed these limits even if growth in sales tax revenues in BioDistrict New Orleans would permit a larger TIF.

Public Projects Used to Encourage Private Investment

The ultimate success of the creation of BioDistrict New Orleans is related to the private investments occurring in the District or possibly a major investment by the federal government. However, these private or federal investments are related to the desirability of BioDistrict New Orleans which depends on the investment of dollars in facilities, technology, and people. There are several projects that have been identified by a number of groups enhancing the desirability of the BioDistrict New Orleans.

ENCOURAGING AND SUPPORTING PRIVATE INVESTMENTS IN BIODISTRICT NEW ORLEANS

RCLCO did a study for the Downtown Development District that highlighted the potential of the development of Duncan Plaza, a highly underutilized area in BioDistrict New Orleans.[5] The DDD study noted that Duncan Plaza included approximately 185 acres that included some investment but some of these investments were parking lots. The DDD study suggested a major payback to the city and state for making an investment in the area based on two major examples of properties in other cities that had grown substantially due to public involvement in their development:

(1) Discovery Green in Houston, Texas—a relatively small acreage that was converted to a public park by resources from the City of Houston and a nonprofit organization. It is estimated that the park has been instrumental in encouraging over $625 million of downtown development. Houston has been a relatively fast-growing city, but the Discovery Green Park took under-utilized property, converted it into park, and then encourage private investors to make use of available properties in the vicinity.

(2) Washington Park in Cincinnati, Ohio—an eight-acre park just north of downtown Cincinnati that was largely underutilized as of 2007 but by 2012 had been expanded and revitalized. The Washington Park study area included about 195 acres in total with a good mix of land uses including multi-family apartments and commercial properties. Assessed values of properties near the park measure to be almost 50% higher than other properties in the area.

Other downtown development projects include (1) Kylde Warren Park in Dallas with commercial properties having rental rates grow between 32% and 64% in three years following the park's redevelopment and (2) Railroad Park in Birmingham, Alabama with about 134 properties in the vicinity of the park and having an increase in values by about 125% within 5 years.

The purpose of BioDistrict New Orleans is to enhance the development of New Orleans including downtown New Orleans and areas adjacent to downtown New Orleans that have been slow to rebound from Katrina. This is an opportune time given that 1532 Tulane Partners, Inc has been selected to redevelop the Charity Hospital Building which has been unused since Katrina and the initiation of the Opportunity Zone program in the *Tax Cuts and Job Act of 2017*. The focus of the proposed TIF is to provide funding on projects that are typically covered by public investments but which are vital to encouraging private investments to take place.

Planned investments in BioDistrict New Orleans include a redevelopment of a hotel, redevelopment of a site owned by the New Orleans Public Schools, development of apartments, improvements in the transit system, the redevelopment of Charity Hospital, and other possibilities including office space, residential alternatives, and other commercial

[5] Marketing and Financial Feasibility Analysis, Duncan Plaza, New Orleans, Louisiana, May 29, 2018. The study was completed by RCLCO-Real Estate Advisors from the Downtown Development District.

developments. These projects are in various stages of development. Initiating these investments establishes the opportunity for further investments. RCLCO in its study noted there were several underutilized properties in the area that will be BioDistrict New Orleans. The RCLCO study estimated that the Central area (from Poydras Street to Tulane Avenue and bounded by the interstate and Loyola Avenue) declined in value by about 1.8% from 2013 through 2018 for those properties that were not exempt. Other areas in and around the Central area increased in value for non-exempt properties with these changes in property values for non-exempt properties being illustrated in Table 2. The geographic location of these areas is noted in Map 1.[6]

Table 2. Changes in Property Value, 2013-2018*

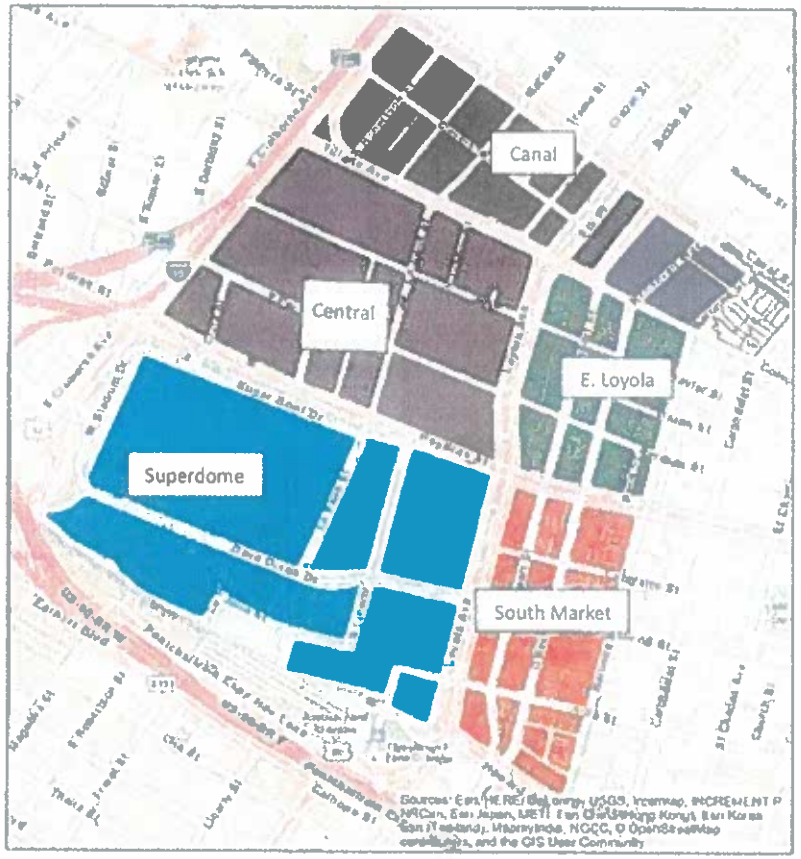
Defined Area with Innovation District	Average Annual Overall Growth
Central	-1.6%
East Loyola	12.5%
Superdome Area	0.0%
Canal Frontage	4.0%
South Market District	1.8%
Total	4.0%

*RCLCO Study for Downtown Development District, May 29, 2018, page 20. (developed by Axiometrics)

Duncan Plaza is in the geographic area identified as Central and this is the area in which there are a number of underutilized properties. This means that there are properties available for private investments if the overall environment is conducive to investment. This overall environment includes the public services available, infrastructure being in place, and an available work force.

[6] The Map does not represent BioDistrict New Orleans as it has developed over time, but this map illustrates significant areas in BioDistrict New Orleans for economic development. A map of BioDistrict New Orleans is presented in Appendix A.

Map 1. Distinct Districts within the Study Area, 2018



Source: Market Feasibility Analysis, Duncan Plaza, RCLCO, May 29, 2018. (for Downtown Development District)

Projected Impact of Investment in BioDistrict New Orleans

The purpose of the TIF is to make public investment that will encourage private investment. As noted previously, as of 2018, private investment was potentially forthcoming in the district with some of these investments have taken place. Other major changes are being discussed regarding medical research facilities and the drive to create a NCI-Designated Cancer Center. Additional private investments will be encouraged by proposed spending on Duncan Plaza and stormwater management as well as other services such as workforce development. Any large investment will be spread over several years. In Table 3 we illustrate, as an example, the impact of private investment of $500 million taking place over a five-year and a ten-year time period.

If the investments are completed over a five-year time period, then this spending will support just over 1,400 jobs per year with personal earnings of $62.3 million and state and local tax receipts of about $8.7 million per year with $4.7 million going to the state yearly and approximately $4.0 million to local governments. If the investments are made over ten years, then the spending supports 735 jobs per year with earnings of $31.2 million and state and local tax receipts of $4.4 million per year with $2.4 million going to the state and $2.0 million going to local governments.

Table 3. Economic Impact of Estimated Investment of $500 million over 5 and 10 Years

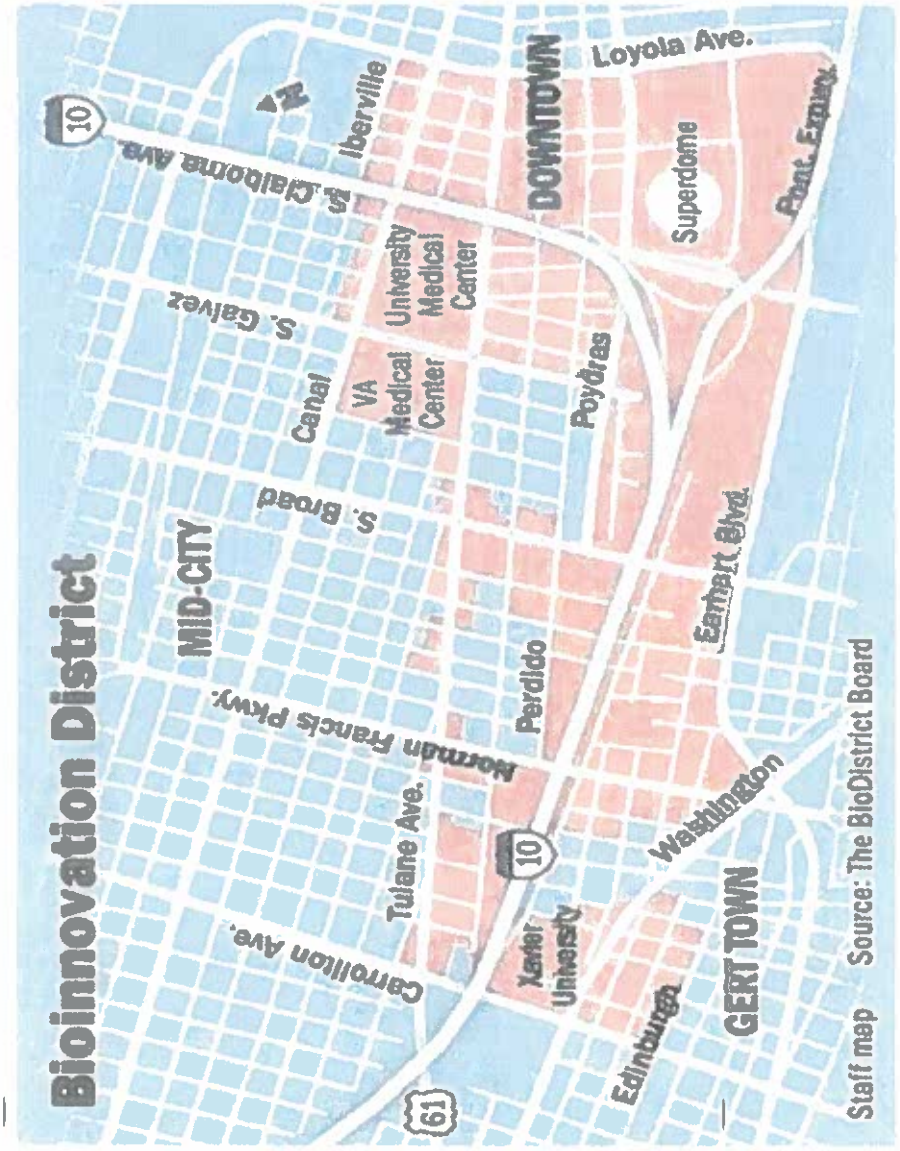
Investment over number of years	Estimated Direct Investment Spending per year	Economic Impact per year	Personal Earnings per year	Net New Jobs per year	State Receipts per year	Local tax Receipts per year
5 years	$100,000,000	$198,303,840	$62,334,720	1,425	$4,737,280	$3,989,581
10 Years	$50,000,000	$99,151,920	$31,167,360	735	$2,369,677	$1,993,753

There are announced investments and the purpose of the TIF is to ensure that these investments take place and to encourage additional investments as well. As noted in the RCLCO study for the Downtown Development District and the attention to having a NCI Cancer Research Center in New Orleans, there are opportunities for expanded investment opportunities, especially in the Central section of the district. These investments provide short-term economic impacts. But, once these investments are made, there will be recurring benefits that will go on if the business opportunities are available. The recurring benefits will be related to the industries that are attracted to BioDistrict New Orleans.

Final Comments

The BioDistrict is an area of New Orleans that can connect the business district, the entertainment district, the sports district, and the medical district together. It can provide a location for new industries to be initiated. The major investment in Charity Hospital which has been closed since Hurricane Katrina is a major step forward, but its success will depend on the overall activity in the area. The investment climate will be related to the availability of necessary public services. The TIF provides a line of revenues focused on this district. And, the investments and growth in BioDistrict New Orleans should not be taking activities from other areas of the city but should be expanding the business opportunities for the entire region.

Appendix A. Map of BioDistrict New Orleans



CEAs

STATE BOND COMMISSION

November 16, 2023

Political Subdivisions - Other

ANALYSIS SUMMARY

APPLICATION NO: L23-285
ENTITY: Orleans Parish, State of Louisiana/City of New Orleans/The BioDistrict New Orleans
TYPE OF REQUEST: Cooperative Endeavor Agreement
ANALYST: Stephanie Blanchard

PARAMETERS:

Approval of a Cooperative Endeavor Agreement between the State of Louisiana through the Department of Revenue and The BioDistrict New Orleans to provide for tax increment financing by authorizing the use of 45.0% of the state sales tax increment collected within the District to make public infrastructure improvements.

This application requests approval of a CEA between the State of Louisiana (the "State") and BioDistrict New Orleans (the "District") to authorize the District's use of 45% of the incremental increases of State sales tax collected within the District (which may also be stated as 2% of 4.45%) for public infrastructure projects within the District. The District is located in New Orleans (the "City") and is a political subdivision of the State. Pursuant to R.S. 33:9038.34(A)(6), SBC approves any CEA involving the expenditure of funds collected by the State as sales tax increments and dedicated to a project or for the payment of bonds.

The Greater New Orleans Biosciences Economic Development District was established by Act 487 of the 2005 Regular Legislative Session to advance biomedical research and job creation that spans the downtown and Mid-City area. Following public meetings and conversations over the years, the District proposed changes to modify the boundaries and limit the authorities of the District during the 2022 Regular Legislative Session which was enacted by Act 354.

The District and the State through the Louisiana Department of Revenue ("LDR") will enter into a CEA for 17 years (or sooner if cap of $25M is met), to authorize the use by the District of 45% of tax receipts over the state annual base from the State's 4.45% sales tax (the "Increments"). The state annual base for the District is $5,272,394 and is derived from collections in FYE June 30, 2021. If any incremental increases in tax collections are generated in the District, the State will benefit more from those increases than the District as the State will collect 55% of incremental increases in sales taxes while the District will receive 45%. The CEA is expected to be executed as soon as possible following SBC approval. The CEA may be amended or modified.

The District will use proceeds of the Increments to finance infrastructure improvements within the boundaries of the District. Proceeds will not be used to pay for an individual project, any private enterprise or to pay debt service on any privately issued indebtedness. The infrastructure projects currently contemplated to be funded by proceeds of the Increments for the next five years (2024-2028) are below.

Project Names	Estimated Cost	Goal Alignment
Bus Shelters	$2,200,000	Safety, Function, Heat Mitigation
Landscape Enhancements	$2,700,000	Function, Heat Mitigation, Beautification
Safety/Activation Lighting	$1,000,000	Safety, Function, Beautification
Traffic Safety	$ 750,000	Safety, Function

There is no anticipation of incurrence of any debt at this time and if financing is eventually desired, the District will return to SBC for approval.

In addition to utilizing the Increments and to further enhance funding of the projects, the City and the District have entered into a separate CEA whereby the City will pledge incremental increases in 2% of its 2.5% sales tax collected in the District to fund the projects and to incentivize economic development in the District. This local CEA became effective November 1, 2022, and extends for a term of 17 years or a maximum cap of $70.65M is met.

Dr. James A. Richardson, Professor Emeritus Louisiana State University, originally conducted an economic impact analysis in March 2019, which was subsequently updated in March 2021 and December 2022. The analysis indicated that the proposed Bio-Innovation District within the New Orleans BioDistrict would result in an increase in collections of State sales taxes above the amount currently being collected. The Bio-Innovation District is intended to attract large-scale bioscience campuses and supportive services. Estimates are based on what is now occurring in the innovation district and in the larger BioDistrict and the continued growth in these areas. The analysis indicates the operation of the proposed development would result in expenditures by the City based on the TIF ranging from approximately $385K to $7.2M annually over a 17 year period. The study does not indicate the amount of actual TIF revenue expected to be received but rather just what the impacts will be on the State sales tax.

Pursuant to the requirements found in R.S. 33:9038.34(A)(6), Louisiana Economic Development ("LED") states in a letter dated May 5, 2023, from Secretary Pierson that LED's evaluation concurs with Dr. Richardson's determination that the activity resulting from private and public investments combined with additional commitments of public projects within the District will benefit the State economically, and that under the District's proposal, the State will receive more funds from the increased State sales tax revenue than the District would receive from the proceeds of the dedicated State sales tax increment. In a letter dated May 9, 2023, from LDR Secretary Richard, LDR concurs with LED's evaluation of the economic benefit to the State as a result of any economic activity within the District.

JLCB approved the Cooperative Endeavor Agreement at their meeting held on October 18, 2023.

The only cost of issuance associated with this application is the $100 SBC application fee.

COOPERATIVE ENDEAVOR AGREEMENT

Between

THE STATE OF LOUISIANA

and

THE BIODISTRICT NEW ORLEANS

Dated as of July 1, 2023

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into and between the STATE OF LOUISIANA (the **"State"**), acting by and through the Secretary of the Department of Revenue, and the BioDistrict New Orleans, a political subdivision of the State of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and as more particularly described in La. R.S. 33:9039.61 et. seq., acting by and through its duly authorized representative (the **"District"** or the **"BioDistrict"**). The State and the BioDistrict may sometimes be referred to as "Party" or collectively as the "Parties." The Agreement is effective as of July 1, 2023.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the "**Constitution**") provides that for a public purpose, political subdivisions may engage in cooperative endeavors with private associations, corporations or individuals;

WHEREAS, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950 (the "**Cooperative Economic Development Law**"), as amended;

WHEREAS, the Cooperative Economic Development Law authorizes the participation by the parties hereto in economic development activities, including the expenditure of public funds under certain circumstances;

WHEREAS, the BioDistrict was established to advance biomedical research and job creation in the area that includes the old Charity Hospital downtown, the new University Medical Center, the new Veterans Administration Hospital, Xavier University, Delgado Community

College's School of Nursing, LSU Medical School and Health Sciences Center, Tulane University Medical School and School of Public Health and Tropical Medicine, the Louisiana Cancer Research Center, and the New Orleans Bioinnovation Center, among other health care and bioscience assets in New Orleans and has statutory authorities as defined in La. R.S. 33:9039.61 et seq.;

WHEREAS, the BioDistrict is governed by a 15-member board composed of appointees of the Governor of Louisiana, the Mayor of New Orleans, senators and representatives whose districts include the BioDistrict, as well as leadership from LSU Health Sciences Center, Tulane University, Xavier University of Louisiana, and Delgado Community College;

WHEREAS, following public meetings and conversations with concerned neighborhood leaders in Mid-City and Gert Town in early 2022, the BioDistrict requested legislative changes to limit its authorities and narrow its boundaries, including removing the BioDistrict's authority to utilize eminent domain or expropriation and removing residential neighborhoods from the BioDistrict's boundaries;

WHEREAS, these proposed legislative changes were contained in HB 797 and introduced and enacted into law as Act 354 of the 2022 Regular Session of the Louisiana Legislature;

WHEREAS, the New Orleans Business Alliance serves as the administrator of the BioDistrict, including providing support and administration on governance, compliance, financial transactions, and record keeping for the BioDistrict;

WHEREAS, pursuant to a request from LSU Foundation and LSU School of Medicine who were advancing plans for the adaptive reuse of Charity Hospital, the Greater New Orleans Foundation led a comprehensive strategic planning process for the neighborhood surrounding Charity Hospital, which included three community meetings and the surveying of hundreds of residents and culminated with the release in September of 2018 of a report calling for the creation of a robust, job creating, and equitable innovation district;

WHEREAS, the Greater New Orleans Foundation's strategic plan calls for improving the area by creating good jobs that pay family-sustaining wages, advancing health care and research, fostering equitable economic development, increasing affordable housing, improving transportation, expanding services for the unhoused, promoting environmental sustainability through green infrastructure and park spaces, and providing opportunities for existing local and disadvantaged businesses;

WHEREAS, Governor John Bel Edwards has designated much of the BioDistrict as a federal Opportunity Zone, providing federal tax advantages to investors to spur additional development;

WHEREAS, GNO Inc., at the request of the Greater New Orleans Foundation, created a prospectus for the BioDistrict to highlight current assets within the area, including upcoming development projects and financial investments to promote additional investment within the area;

WHEREAS, the BioDistrict is a leading member of a consortium that was awarded $500,000 in December 2021, as one of sixty Build Back Better Regional Challenge Grants from the Department of Commerce's Economic Development Administration for the Gulf Coast Health Sciences Corridor;

WHEREAS, the State has been requested by the BioDistrict to undertake the cooperative endeavors herein provided in this Agreement in order to make it economically feasible for the BioDistrict to undertake projects which may include but not be limited to land acquisition (except land acquisition done by expropriation or the acquisition of any parcel that is zoned with a low-density residential zoning category), design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particular identified in R.S. 33:9039.72 of the Louisiana Revised Statutes (the "**Project**");

WHEREAS, such enhancement of bioscience and health products would result in significant economic benefits to the State, including construction jobs, increased permanent employment, increases to the tax base for *ad valorem* taxation, and significant increases in sales and use tax collections as well as helping to mitigate the condition of unemployment or underemployment in the surrounding geographical area and other ancillary financial and economic development benefits such as health science research;

WHEREAS, the Project is more fully described in **Exhibit A** hereto and is expected to include research, administration, and development costs to be paid by the BioDistrict;

WHEREAS, the Project will provide further intangible benefits to the State and the surrounding areas in addition to those enumerated herein;

WHEREAS, in order to enable the BioDistrict to proceed with the Project, the State has agreed to dedicate the proceeds of the Monthly Pledged State Increment to the BioDistrict, providing infrastructure assistance and payment to the BioDistrict for the Project, as defined herein, subject to the terms and conditions set forth herein below in this Agreement;

WHEREAS, the State and the BioDistrict desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution and the Cooperative Economic Development Law, all for the purpose of enabling the BioDistrict to commence and continue the Project; and

WHEREAS, the City of New Orleans and the BioDistrict entered into a cooperative endeavor agreement (the "Local Cooperative Endeavor Agreement") effective November 1, 2022 and ending October 30, 2039 pursuant to which the City of New Orleans has pledged to transfer a maximum of $70.65 million in incremental increases in its undedicated sales taxes collected within the boundaries of the BioDistrict (the "City Tax Revenues") to support economic development projects within the BioDistrict.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the State and the BioDistrict hereby covenant and agree with each other as follows:

I.
DEFINITIONS

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, and Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, comprised of La. R.S. 33:9020 through 9039, inclusive, and other constitutional and statutory authority.

"**Agreement**" shall mean this Cooperative Endeavor Agreement dated as of July 1, 2023, by and between the BioDistrict and the State, and any amendments or modifications hereto.

"**Annual State Base**" shall mean Eleven Million Seven Hundred Sixteen Thousand Four Hundred and Thirty One Dollars ($11,716,431.00), which is the amount of State Sales and Use Tax collected from taxpayers during the 2021 Fiscal Year (July 1, 2020 thru June 30, 2021) within the geographic area comprising the BioDistrict.

"**Annual State Increment**" shall mean the amount by which the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Fiscal Year during the Term exceeds the Annual State Base.

"**Annual Pledged State Increment**" shall mean a sum equal to forty-five percent (45%) of the Annual State Increment collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Year during the Term and shall not exceed the BioDistrict's pledged city sales tax increments under the Local Cooperative Endeavor Agreement for each annual year of collection commencing in Fiscal Year 2024; and in no event shall the State sum exceed twenty-five million dollars ($25,000,000) in the aggregate.

"**Business Day**" shall mean any day that is not (a) Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in the State of Louisiana.

"**City**" shall mean City of New Orleans, Louisiana.

"**Collection Start Date**" shall mean July 1, 2023.

"**Department**" shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

"**District**" or "**BioDistrict**" shall mean that certain economic development district established in La. R.S. 33:9039.61 et. seq. as enacted by Act 354 of the 2022 Regular Session of the Louisiana Legislature, within the boundaries set forth in La. R.S. 33:9039.62 and **Exhibit B**.

"**Depository Bank**" shall mean the bank into which the Treasurer deposits State Sales and Use Tax receipts.

"**Fiscal Year**" shall mean the twelve-month period beginning July 1 of each year and ending June 30 of the following calendar year.

"Louisiana Economic Development" or **"LED"** shall mean the Louisiana Department of Economic Development.

"**Month**" shall mean a calendar month.

"**Monthly State Base**" shall mean the Annual State Base divided by twelve (12).

"**Monthly State Collection**" shall mean the State Sales and Use Tax collected from taxpayers within the geographic area comprising the BioDistrict attributable to any Month during the Term.

"**Monthly Pledged State Increment**" shall mean with respect to any month, the portion of the Annual Pledged State Increment collected and attributable to such month, such that the sum of the Monthly Pledged State Increments for any year equals the Annual Pledged State Increment for such year.

"**Monthly State Increment**" shall mean the amount by which the Monthly State Collection exceeds the Monthly State Base.

"**Paying Agent/Trustee**" shall mean the bank possessing trust powers, if any, which shall be appointed by the BioDistrict to receive the tax increments, described herein.

"**Project**" shall mean the project as contemplated and described in **Exhibit A**.

"**Public Improvements**" shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the BioDistrict and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the BioDistrict, and (iii) the general public infrastructure improvements in the BioDistrict, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

"**State**" shall mean the State of Louisiana.

"**State Sales and Use Tax**" shall mean the aggregate of sales and use taxes levied and collected by the state as a result of the sales and use taxes levied under La. R.S. 47:302 at the rate of 2%, La. R.S. 47:321 at the rate of 1%, La. R.S. 47:321.1 at a rate of .45% and La. R.S. 47:331 at a rate of .97%; sales and use tax shall not mean or include the .03% sales tax

levied under La. R.S. 51:1286 by the Louisiana Tourism Promotion District, any dedicated hotel motel sales tax or rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development.

"State Treasurer" or "Treasurer's Office" shall mean the Louisiana Department of the Treasury.

"**Term**" shall mean the term of this Agreement as set forth in Article 5 hereto.

"**Year**" shall mean any consecutive twelve (12) month period.

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 entered into or furnished in connection with this Agreement.

II.
STATE'S REPRESENTATIONS

1. Authority of State. The State, through the Department, is granted the authority, pursuant to the Act, as amended, with the approval of the Joint Legislative Committee on the Budget and approval of the Louisiana State Bond Commission and other constitutional and/or statutory authority necessary to enter into this Agreement.

2. Scope of Authorized Agreement. The Act authorizes the State to enter into cooperative endeavor agreements with local government subdivisions and economic development districts that may provide for the use of State Sales and Use Tax receipts for economic development projects, such as the Project, after approval of the Joint Legislative Committee on the Budget. Pursuant to the Act, Joint Legislative Committee on the Budget approval has been received by the BioDistrict on October 18, 2023 and the approved proposal is attached hereto as **Exhibit C**.

3. Collections. Unless otherwise specified hereby, the Department hereby represents that current law and the current internal collection processes and systems are adequate for the purpose of collecting, classifying, reconciling, calculating, dedicating and remitting of the Annual State Increment on a quarterly basis, provided that such systems may be changed by the Department as they pertain to their respective collection processes relative to this Agreement, after providing notice to the BioDistrict of such change.

4. Ownership of Pledged State Increment. The State hereby acknowledges and agrees that (a) the Annual Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the BioDistrict, and (b) pending classification as Pledged State Increment, such funds are not part of the State Treasury although collected by the State and held pending disbursement to the BioDistrict.

III.
BIODISTRICT'S REPRESENTATIONS

1. BioDistrict Authority. The BioDistrict has all requisite power to enter into this Agreement pursuant to the Act and there are no contracts or outstanding debts or other obligations in conflict herewith.

2. Scope of Project. The Project is within the scope of the Act and the BioDistrict will use the Annual Pledged State Increment solely to pay for the costs of the Project in order to induce economic development within the boundaries of the BioDistrict.

3. Project Necessity. The Project is necessary to promote economic development and other activities necessary or convenient thereto for the enhancement of bioscience and health products, including but not limited to projects as more particularly identified in La. R.S. 33:9039.72, within the City of New Orleans; and the BioDistrict will proceed with diligence to pursue the Project.

4. Public Purpose. The BioDistrict represents that the expenditure of public funds as determined by the Louisiana State Legislature, under various provisions of law, including but not limited to the Act, shall be for the public purpose of the Project and related public purposes, and that the BioDistrict and its activities will create public benefit of equal or greater value to the investment made by the State through this Agreement.

5. Validity of BioDistrict Obligation. This Agreement constitutes a valid and legally binding obligation of the BioDistrict. The BioDistrict 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 the Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.

6. No Suits. Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the BioDistrict before any court, arbitrator, or administrative or governmental body, or operations of the BioDistrict or that might adversely affect the ability of the BioDistrict to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

7. Accuracy of Statements. No misleading, false or erroneous information has been provided by the BioDistrict to the State in this Agreement, or on any other document or certificate with respect to this Project. There is no fact or circumstance known by the BioDistrict that negatively affects or so far as the BioDistrict can reasonably foresee, will materially adversely affect the condition of the BioDistrict or its ability to perform its obligations hereunder including the issuance and payment of any Bonds issued pursuant to the Act or other constitutional or statutory authority.

IV.
COOPERATIVE ENDEAVOR OBLIGATIONS

1. Department Agency. The Department hereby agrees to act as agent of the BioDistrict on and after July 1, 2023 for the sole purpose of collecting the Monthly Pledged State Increment. Such agency shall continue for the Term of this Agreement or until the State's contribution has reached the maximum as set forth in the Agreement, or as otherwise provided by amendment or addendum to this Agreement. The Department hereby further agrees that it shall additionally take all reasonable enforcement procedures it is authorized by law to take in connection with the collection of the Monthly Pledged State Increment.

2. Transfer of Funds.

a. It is understood that the Monthly Pledged State Increment collected by the Department is the property of the BioDistrict and thus the payment thereof to the BioDistrict does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of the Department during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank, along with other state tax receipts. The Department shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the BioDistrict for deposit and the date for such transfer, which shall be no later than the thirtieth (30^{th}) day of the third month of each calendar quarter for the transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter the Department will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the BioDistrict.

b. The BioDistrict shall furnish to the Department a list of all businesses located within the BioDistrict when requested by the Department.

c. The BioDistrict shall furnish or cause to be furnished to the Department with the amount of the BioDistrict's pledged city sales tax increments owed to the BioDistrict under the Local Cooperative Endeavor Agreement for the prior calendar quarter no later than the 20^{th} day of the second month of each calendar quarter in order for the State to calculate the Monthly Pledged State Increment.

d. The expenditure of the Annual Pledged State Increment shall be dedicated to the public purpose of the BioDistrict pursuant to R.S. 33:9039.62 *et seq.*

3. Calculations. The Department and the BioDistrict hereby agree that the Monthly State Increment shall be calculated at least quarterly for each month during the term of this Agreement. Such calculations shall be made by the Department. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon the request of any party hereto. Collections of sales and use tax by the Department shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment regardless of which sales and use taxes are deemed due and owing; provided that collections of sales and use taxes paid under protest shall be set aside in accordance with the

Department's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judgment is made by a court of competent jurisdiction that such sales and use tax have been legally collected.

If it is determined that a shortage or overage exists in the amount collected and transferred, for any period, compared to the amount actually due, for whatever reason, the Department shall direct an adjustment in the Monthly Pledged State Increment, as the case may be, paid to the BioDistrict in order that the shortfall or over collection of revenues due to the BioDistrict 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 the Department shall not be obligated to use any funds for adjustments other than from State Sales and Use Tax collected from within the BioDistrict boundaries.

4. Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Collection Start Date. The Department shall direct the Treasurer's Office and the Depository Bank to pay over all Monthly Pledged State Increment collected from the Collection Start Date to the BioDistrict.

5. Collection Process. To the extent it is not in conflict with the provisions of this Agreement, the Department is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the BioDistrict in the same manner as State Sales and Use Taxes are currently being collected or authorized to be cancelled as of the Collection Date.

6. Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of all Parties hereto.

7. LDR Collection Fees. The Department is hereby authorized and directed to withhold from the Sales and Use Tax collected by the Department within the geographical boundaries of the BioDistrict, as compensation for the performance of the Department's obligations hereunder, an amount equal to three (3%) of such Sales and Use Tax.

8. Reports to Louisiana Economic Development. The BioDistrict shall provide the following:

a. Budget. The BioDistrict shall annually submit a budget presentation for all funds transferred under this Agreement, including annual goals, deliverables, and performance measures for the Project, and which budget shall be in strict accordance with all of the applicable provisions set forth in the Agreement, to the Secretary of Louisiana Economic Development. The initial budget presentation shall be submitted with a cover letter by no later than sixty days after this Agreement has been signed and by November 1 of each calendar year of this Agreement for all subsequent years. The budget shall become effective upon written approval of the Secretary of Louisiana Economic Development. Until the initial budget is approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict. Should a fiscal year end before a subsequent budget for the BioDistrict for the

succeeding year has been approved, the State shall withhold transferring payments of the Monthly Pledged State Increment to the BioDistrict until the budget for the new year has been approved, except that amounts to cover all debt service obligations for BioDistrict projects previously approved by the State Bond Commission shall not be withheld. The BioDistrict shall not be entitled to collect interest on any withheld payments from the State as a result of the Secretary of Louisiana Economic Development exercising its authority to withhold approval of the BioDistrict's budget.

b. Plan. The BioDistrict shall update its strategic master plan for the BioDistrict within twelve months of the execution of this Agreement, and such a plan shall be submitted to the Secretary of Louisiana Economic Development for review and comment. The BioDistrict will update the plan as necessary, and at a minimum of every five years during the Term of this Agreement, with each update being submitted to the Secretary of Louisiana Economic Development for review and comment.

c. Annual Report. Not later than November 1 of each year, beginning one year after the commencement of this agreement, the BioDistrict shall annually submit a report to the Secretary of Louisiana Economic Development that details its expenditures of the Annual Pledged State Increment and its performance relative to the goals and deliverables specified in its approved budget and master plan. The report should detail all projects undertaken and their current status and impacts, as well as the BioDistrict's challenges, strategies, and future plans.

V.
TERM

1. Term of this Agreement. This Agreement shall be effective as of July 1, 2023, and shall extend for a term of seventeen (17) years through June 30, 2040.

VI.
EVENTS OF DEFAULT

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.

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.

2. Remedies. Upon a default under Article VI, Section 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.

VII.
MISCELLANEOUS

1. Audit. The Legislative Auditor of the State may audit any and all books and records of the BioDistrict related to the Department and this Agreement, and the BioDistrict shall make available such books and records and expenses to the Legislative Auditor for such audit.

2. 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 BIODISTRICT:

BioDistrict New Orleans
c/o New Orleans Business Alliance
1250 Poydras St., Suite 2150
New Orleans, LA 70113

With copy to:

Andrew Kopplin, Chair (or his successors)
c/o New Orleans Business Alliance
1250 Poydras Street, Suite 2150
New Orleans, LA 70113

TO THE DEPARTMENT:

Attention: Director, External Reporting Division
P.O. Box 44098
Baton Rouge, Louisiana 70804

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 telex, telegram, telecopy or other similar form of rapid 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 rapid 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 addresses or numbers as shall be designated by such Party in a written notice to the other Party.

3. Further Assurances. From time to time hereafter, the BioDistrict and the Department 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.

4. Venue. Any suit brought by any Party hereto arising out of or by reason of this Agreement shall be brought in the Orleans Civil District Court, Orleans Parish, State of Louisiana, or such federal court as may have jurisdiction over any matter. However, if any suit is brought by or against the State, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

5. 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 provisions 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.

6. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the BioDistrict or the Department 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.

7. 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.

8. Taxes. The BioDistrict hereby agrees that the responsibility for payment of taxes from the funds, if any, thus received under this Agreement and/or legislative appropriation shall be the BioDistrict's obligation.

9. Ownership. All records, reports, documents and other material delivered or transmitted to the BioDistrict by the State shall remain the property of the State of Louisiana, and shall be returned by the BioDistrict to the State, at the BioDistrict's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the BioDistrict in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the BioDistrict to the State, at the BioDistrict's expense, at termination or expiration of this Agreement.

10. Nonassignability. The BioDistrict shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the BioDistrict from assigning its bank, trust company, or other financial institution any money due or to become due from this Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

11. Discrimination Clause. The BioDistrict 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 the requirements of the Americans with Disabilities Act of 1990.

The BioDistrict agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. In particular,

a. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, the BioDistrict (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the BioDistrict's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

b. ***Non-Discrimination.*** In the performance of this Agreement, the BioDistrict will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV status against (1) any employee of the State of Louisiana working with the BioDistrict in any of BioDistrict's operations or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the BioDistrict. The BioDistrict agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

c. ***Incorporation into Subcontracts.*** The BioDistrict will incorporate the terms and conditions of this Section into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

12. Public Notice of Meetings. The BioDistrict shall follow all state laws with regard to providing public notice of its meetings.

13. Records Retention. The BioDistrict shall follow all state laws with regard to records retention, and shall require its contractors and subcontractors, grantees and subgrantees to maintain all financial records for a period of four years after the final payment is made by the BioDistrict.

14. Constitutional Prohibitions on Donations of Property. The BioDistrict shall comply with Article VII, Section 14(A) of the Louisiana Constitution prohibiting the donation of public funds.

15. Issuance of Bonds or Debt Instruments. The BioDistrict must secure approval from the State Bond Commission before issuing any bonds or debt instruments whose debt service and interest shall be paid by any revenues provided by the State as a result of this Agreement. The State shall not be responsible for contributing revenues provided by the State as a result of this Agreement for any BioDistrict project that has not received approval by the State Bond Commission in advance of the bonds or debt instruments being issued.

16. Louisiana Code of Governmental Ethics. All BioDistrict Board of Commissioners members and staff shall comply with the Louisiana Code of Governmental Ethics.

17. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

18. 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.

19. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

20. Authority of the State of Louisiana. Consistent with provisions of La. R.S. 33:9039.63, nothing in this Agreement shall affect the authority of the State of Louisiana, the medical institutions or the educational institutions within the BioDistrict, or any other political subdivision.

Exhibits. The following exhibits will be and are incorporated into this Agreement:

Exhibit A – The Project

Exhibit B – The BioDistrict Boundaries

Exhibit C – Joint Legislative Committee on the Budget Approval

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Thus done and signed this 12th day of December, 2023 at Baton Rouge and New Orleans, Louisiana.

BIODISTRICT NEW ORLEANS

By Andy Kopplin
Its: Chairman, BioDistrict Board of Directors

STATE OF LOUISIANA, ACTING BY AND THROUGH THE DEPARTMENT OF REVENUE

By: Kevin Richard
Its: Secretary, Department of Revenue

Exhibit A
The Project

The Project shall include the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including Public Improvements, consistent with BioDistrict's broader objectives as outlined below:

A.(1) The district may undertake a project which may include but not be limited to land acquisition, design, construction, renovation, rehabilitation, equipping, infrastructure, and other improvements or modifications and all operational expenses including maintenance, utility, and personnel costs and other activities necessary or convenient thereto. The district may establish projects for bioscience and health products, including projects related to:

(a) Research and development.

(b) Invention and discovery.

(c) Commercialization.

(d) Production and manufacturing of goods and products, including facilities for manufacturing.

(e) Development of production process and delivery system purposes in, involved in, based on, or related to, or intended to advance the state of knowledge, skill, and understanding of, the biosciences, including:

(i) Wet laboratories.

(ii) Clean rooms.

(iii) Dry laboratories.

(iv) Research and development facilities.

(v) Genetics facilities and equipment.

(vi) Pharmaceutical facilities and equipment.

(vii) Biotechnology incubators.

(viii) Bioscience and biotech health care facilities.

(ix) Biotech facilities.

(x) Bioscience facilities.

(xi) Other similar projects.

(2) Bioscience education, including health or biotech education programs in cooperation with affiliate institutions of higher education;

(3) Access to public safety facilities and equipment;

(4) Streets and roads;

(5) Drainage services;

(6) Wastewater services;

(7) Potable water services;

(8) Telecommunication facilities;

(9) Demolition of existing structures;

(10) Chilled water services;

(11) Steam services;

(12) Industrial gases services;

(13) Other utility and process and production services; or

(14)(a) The support of any other type of bioscience projects or safety, security (police), parking, housing (student and workforce), conference and meeting facilities, transportation (pedestrian and vehicular), emergency preparedness, emergency operations, beautification, image, district identity, centralized laundry, janitorial services, maintenance services (grass cutting, street cleaning), development and enforcement of district standards for buildings (architectural), landscaping, streets and sidewalks, lighting and signage.

(b) The district or any subdistrict shall not adopt a district identity or any district standards for any area of the city of New Orleans without the prior approval of the governing authority of the city of New Orleans, by ordinance.

B. The board shall, through promulgation of bylaws adopted by the board, form committees to create a biosciences development and job creation plan for each project. The board, through the promulgation of bylaws, shall provide for the membership of the respective committees and their duties, and shall include mandatory review and approval of all development projects. Such committee shall also have primary responsibility for due diligence regarding such projects under guidelines established by this Chapter.

C. The plan shall have two phases:

(1) Phase I: The preliminary feasibility analysis shall include but not be limited to the following:

(a) A job creation vision and purpose.

(b) A bioscience vision and purpose.

(c) A preliminary cash flow.

(d) Preliminary sources and uses of funds.

(e) Cost estimates.

(f) A preliminary financial plan.

(g) A preliminary job creation estimate.

(h) A preliminary business plan.

(i) A preliminary critical path.

(2) Phase II: The final feasibility analysis shall include but not be limited to the following:

(a) A job creation vision and purpose.

(b) A bioscience vision and purpose.

(c) A cash flow proforma.

(d) Sources and uses of funds.

(e) Cost estimates.

(f) Revenue estimates.

(g) Financial plan.

(h) A job creation estimate.

(i) A business plan.

(j) A development and financial critical path.

(k) A development and financial timeline.

D.(1) All projects of the district and any subdistrict in the city of New Orleans shall be performed only within the boundaries of the district or subdistrict.

(2) All projects of the district and any subdistrict in the city of New Orleans shall be subject to and shall comply with the city of New Orleans master plan and all ordinances and rules and

regulations governing zoning, building land use, historic preservation, historic districts, and neighborhood participation plans applicable to the area in which the project is located.

Exhibit B

The Boundaries of the BioDistrict

The BioDistrict shall be composed of all of the territory located in the parish of Orleans included within the following perimeter:

From the corner of Iberville Street and North Derbigny Street proceed south along the apparent eastern right of way of North Derbigny Street to the point where the northern property line of Lot A. of Square 217 intersects with North Derbigny Street. Thence proceed west through the entirety of Square 217 along the northern property lines of Lot A, Lots 4 and 5, Lots 25, 26, and part of 24, Lot C, Lots 9, 10, and 11 and Lot 21 or 12 of Square 217. Crossing North Roman Street, proceed west along the southern property line of Lot 2 of Square 45. Thence turn north and proceed in Square 245 along the western property lines of Lot 2, Lot 3, Lot 4, and Lot 5. Thence turn west and proceed along the southern property lines of Lot 11, Lot 12, Lot 13 or 19, Lot 14 or 18, Lot 15 or 17, and Lot 16 of Square 245 to where it intersects with the apparent eastern right of way of North Prieur Street. Crossing North Prieur Street at an oblique southwest angle, proceed along the northern property lines of Lot C, Lot 3, Lot 4, Lot 5, Lot 6, Lot 16, Lot 17, Lot 20, Lot 21, and Lot 19 of Square 246. Crossing North Johnson Street proceed west along the northern property lines of Lot 23, Lot A, Lot B or 7R, Lot C or Part of Lot 4-7, Lot A or 8, Lot A or 9, Lots 8, 9, and 10, and Lot C, of Square 275. Thence, from where the rear property line of Lot B, Lot 8, Lot 9, Lot 10, and Lot C, Square 275 intersects with North Galvez Street, proceed South along the apparent eastern right of way of North Galvez Street to the intersection of North Galvez street and the apparent southern right of way of Canal Street. Thence west along the apparent southern right of way of Canal Street for three blocks to the intersection of the apparent southern right of way of Canal Street and the apparent eastern right of way of North Rocheblave Street. Thence three blocks south along the apparent eastern right of way of South Rocheblave Street to the southeast corner of South Rocheblave Street and Banks Street. Thence one block west along the apparent southern right of way of Banks Street to the intersection of Banks Street and South Dorgenois Street. Follow the apparent eastern right of way of South Dorgenois Street south one block to the intersection of Tulane Avenue. Thence follow the apparent northern right of way of Tulane Avenue in a northeast direction four blocks to the corner of South Galvez Street. Thence south along the apparent eastern right of way of South Galvez Street for two blocks to the intersection with Perdido Street. Thence follow the apparent northern right of way of Perdido Street east to where Perdido Street intersects with the eastern property line of Lot B and Part of 15, and Lot 18 or 14 of Square 517.

Follow said property line in a southern direction to the northern boundary of Lot A-1. Thence proceed west to the most northerly northwest corner of Lot A-1.

Thence proceed south in the direction of Poydras Street along the eastern boundary lines of Lot 19, Lot 11 or 21, Lot 12 or 20, and Lot 22. Thence proceed west along the southern property line of Lot 22 to where it intersects with the eastern side of South Galvez Street. Thence, proceed south along the apparent eastern right of way of South Galvez Street to the intersection of South Galvez Street and Poydras Street. Thence proceed along Poydras Street in a westward direction to the

intersection of Poydras Street and South Broad Street. Thence proceed north along South Broad Street one block to the corner of South Broad Street and Perdido Street.

Proceed east along the apparent northern right of way of Perdido Street to the eastern property line of the Lot owned by HTJ Investments, LLC. Proceed north following said property line the width of Square 586 to where said property line intersects with Gravier Street. Thence proceed west along the apparent northern right of way of Gravier Street to where the western property line of Lot 26, in Square 585 intersects with Gravier Street. Thence, proceed north along said property line until the southern property line of Lot 22 or Part of Lot 22. Thence proceed in an easterly direction towards South Dorgenois Street along the northern boundary lines of Lot 26, Lot 27, and Lot 28, Thence proceed north toward Tulane Avenue along the westernmost property line of Lot 22 or Part of Lot 22, and Lot 30.

Thence run east towards South Dorgenois Street along the rear line of Lot 22 or Part of Lot 22, and Lot 30. Thence turn at a ninety degree angle north and follow the westernmost property line of Lot 40 and Lot 41. Thence run east along the northern property line of Lot 41. until it intersects with South Dorgenois Street. Thence proceed north along the apparent western right of way of South Dorgenois Street (crossing Tulane Avenue) until you reach the intersection of the apparent western right of way of South Dorgenois Street and the southern property line of Part of Lot 29, Lot 30 or P, Lot 40, Lot 41 in Square-1 of Square 584. Proceed west along said property line until it intersects with the easternmost border of Lot A or Lot 47. Thence turn south along the easternmost property line of Lot A or Lot 47 until it intersects with the northernmost property line of Lot 22. Thence continue in a westerly direction along the northernmost property lines of Lot 22 or 33, Lot 21 or 32, and Lot 19 or 20 or Lot 30 and 31. Crossing Manassas Place into Square Number 584, continue westward along the northernmost property lines of Lot 17 or 29 or B, Lot 16-B., and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, Lot 15 or Lot 27.

Thence turn southwest along the westernmost property line of Part of Lot 17 or 29 or Lot B, Lot 16-B, and Part of Lot 12, Lot 13, or Lot 25 or the Rear Part of Lot 27, Lot 14 or Lot 26, 15 or Lot 27 until it intersects with the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25. Proceed west along the northern property line of Lot V, Lot W, Lot X or Part of Lot 23 Lot 24, and Lot 25 to the point it intersects with the eastern side of South Broad Street. Thence cross South Broad Street at a slight southwest angle to the intersection of South Broad Street and Baudin Street. Proceed west along the apparent southern right of way of Baudin Street for two blocks. Thence south along the apparent eastern right of way of South Dupre Street one block to the intersection with Tulane Avenue. Thence proceed southwesterly along the apparent northern right of way of Tulane Avenue, approximately two-thirds of a block to the intersection of Tulane Avenue and the eastern property line of Lot 13 in Square 627. Thence Proceed northward along said line until it intersects with the southern property line of the rear part of Lot 21. Thence proceed in a westward direction along the rear property line of Lot 13 until it intersects with the easternmost property line of Lot A. Thence turn south along the eastern property line of Lot 13 to where it intersects with the northeastern corner of Lot 12. Thence proceed west along the rear property lines of Lot 12 and Lot 11 to the intersection with South Gayoso Street. Crossing South Gayoso Street proceed west along the entire northern property line of Lot 1-A, crossing the entirety of Square 636 stopping at the intersection of said property line and the apparent western right of

way of South Salcedo Street. Thence run north along the apparent western right of way of South Salcedo Street back to the apparent southern right of way of Baudin Street. Thence proceed west along the apparent southern right of way of Baudin Street one block to the corner of South Lopez Street. Thence proceed south on the apparent eastern right of way of South Lopez Street (crossing Tulane Avenue) and reaching the intersection of South Lopez Street and the apparent southern right of way of Tulane Avenue. Proceed northeast along the apparent southern right of way of Tulane Avenue two blocks to the intersection with the apparent eastern right of way of South Gayoso Street. Turn south on the apparent eastern right of way of South Gayoso Street until it intersects with the northern property line of Lot 16., Square 626. Proceed thence east along the northmost property lines of Lot 16 and Lot 27 across the entirety of Square 626 until you reach the apparent western right of way of South Dupre Street. Cross South Dupre Street at a slight southeast angle intersecting with the apparent eastern right of way of South Dupre Street and the southwest corner of Lot 21A. Thence proceed east along the entire southernmost property line of 21A across the entirety of Square 613 to where it intersects with the apparent western right of way of South White Street. Thence south on the apparent western right of way of South White Street until you reach the corner of South White Street and Gravier Street. Proceed thence southwest along the apparent northern right of way of Gravier Street one block west to the corner of Gravier Street and South Dupre Street. Thence proceed south along the apparent eastern right of way of South Dupre Street south one block to the intersection of Perdido Street and South Dupre Street. Thence proceed in a southwesterly direction five blocks along the apparent northern right of way of Perdido Street to the corner of Perdido Street and the eastern side of S. Norman C. Francis Parkway. Proceed from this corner approximately one and one-half blocks north on South Norman C. Francis Parkway until the intersection with South Norman C. Francis Parkway and the southernmost property line of Lot B and Part of Lot 14 or 15 of Square 677. Thence an easterly direction towards South Rendon Street along the southernmost property line of Lot B and Part of Lot 14 or 15 and the northernmost property line of Lot 29 where said property line intersects with the apparent western right of way of South Rendon Street. Thence north along the apparent western right of way of South Rendon Street to where it intersects with the apparent northern right of way of Tulane Avenue. Thence proceed in a slight northeast angle to the intersections of Tulane Avenue, South Lopez Street, and D'Hemecourt Street. Thence proceed in a westerly direction along the apparent southern right of way of D'Hemecourt Street three blocks (Crossing South Norman C. Francis Parkway) to the corner of D'Hemecourt Street and the apparent eastern right of way of South Clark Street. From the corner of D'Hemecourt and South Clark, proceed south to the point where the apparent eastern right of way of South Clark Street intersects the northern property line of Lot Z or 3, Square 689. Proceed east along the northern property line of Lot Z or 3 to where it intersects with the western property line of Lot 3. Thence turn south and follow the western property line of Lot 3 until it intersects with the northernmost apparent right of way of Tulane Avenue. Thence turn west and follow Tulane Avenue to the intersection with South Clark Street. Proceed south along the apparent eastern right of way of South Clark Street (crossing Tulane Avenue) to the corner of South Clark Street and the apparent northern right of way of Gravier Street. Proceed west along the apparent northern right of way of Gravier Street approximately one and one-half blocks to the point on Gravier Street where it intersects with the western property line of Lot 5 and Part of Lot K Square715. Continue in a northern direction along the western property lines of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, and part of Lot 11 until it intersects with the southwest corner of Lot 13. Proceed thence east along the southern property lines of Lot 13, Lot 14, Lot 15, and Lot 17, Square 715 to the intersection with the apparent western right of way of South Genois Street.

Thence proceed north along the apparent western right of way of South Genois Street to the intersection with Tulane Avenue. Thence proceed westerly along the apparent southern right of way of Tulane Avenue two blocks to the southwest corner of Tulane Avenue and South Cortez Street. Thence briefly north on the apparent western right of way of South Cortez Street (crossing Tulane Avenue) to the intersection of South Cortez Street and Ulloa Street. Thence west three blocks along the apparent southern right of way of Ulloa Street to the corner of South Carrollton Avenue. Thence proceed briefly south along the eastern side of South Carrollton Avenue (crossing Tulane Avenue) until it intersects with the northernmost property line of Lot 1, Square 763. Proceed thence along the northern boundary line of Lot 3 in a meandering southeast direction and then south along the property lines of Lot 3 and Lot 2 to the intersection with the southernmost boundary of Square 763 and the apparent northern right of way of Gravier Street. Proceed thence west along the apparent northern right of way of Gravier Street to the intersection with South Carrollton Avenue. Proceed south along the eastern side of South Carrollton Avenue to the corner of South Carrollton Avenue and Edinburgh Street. From the corner of South Carrollton Avenue and Edinburgh Street, proceed east five blocks along the apparent northern right of way of Edinburgh Street to the corner of Edinburgh Street and Broadway Street. Thence proceed north one block along the apparent western right of way of Broadway Street to the intersection with Palm Street. From the intersection of Broadway and Palm Streets, proceed east along the apparent northern right of way of Palm Street moving at a slight northeast angle at the intersection of Palm Street and Audubon Street until you come to the dividing line between Square 23 and Square 128. Proceed north along said boundary line of Squares 23 and 128 to the intersection with the apparent southern right of way of Washington Avenue. Continue along Washington Avenue in a northwesterly direction to the southwest corner of Broadway Street and Washington Avenue. Thence proceed north (crossing Washington Avenue and Drexel Drive), continuing north along the apparent eastern right of way of Broadway Street two blocks to the intersection of Broadway Street and Dixon Street. Thence one block west along the apparent southern right of way of Dixon Street to the intersection of Dixon Street and Pine Street. Thence proceed one block north along the apparent western right of way of Pine Street to the intersection of Pine Street and Howard Avenue. Proceed east along Howard Avenue three blocks to the corner of Howard Avenue and South Genois Street. Thence proceed south along the apparent eastern right of way of South Genois Street for two blocks to the intersection of South Genois Street and Drexel Drive. Thence east one block along the apparent northern right of way of Drexel Drive to the intersection of South Clark Street. From the corner of South Clark Street and Drexel Drive proceed south along the apparent eastern right of way of South Clark two blocks to the intersection with Washington Avenue and South Clark Street. Proceed along the apparent southern right of way of Washington Avenue in a southeast direction to the intersection of Washington Avenue and Earhart Boulevard. From the corner of Earhart Boulevard and Washington Avenue proceed on Earhart Boulevard in a generally northeast direction until Earhart Boulevard intersects with Loyola Avenue. From the intersection of Loyola Avenue and Earhart Boulevard, proceed in a meandering northwest direction along the western side of Loyola Avenue and Elk Place to the intersection of Elk Place and Iberville Street. Proceed thence west along the apparent southern right of way of Iberville Street seven blocks (crossing North Claiborne) to the intersection with Iberville and North Derbigny Street to a point. Said point being the point of beginning.

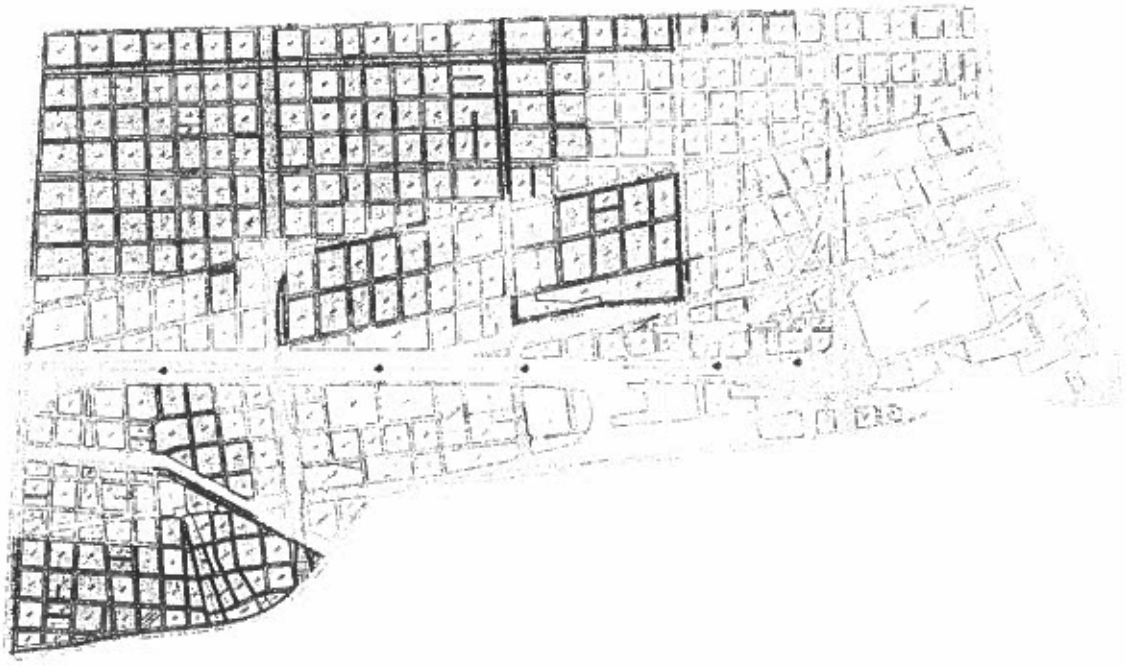


Exhibit C

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET APPROVAL

[See Attached]

JLCB AGENDA ITEM REQUEST: BioDistrict New Orleans TIF
Request dated May 10, 2023
For consideration at June 2, 2023 Joint Legislative Committee on the Budget meeting

The attached packet of information is being submitted by Louisiana Economic Development (LED) on behalf of the BioDistrict New Orleans to request approval for Tax Increment Financing utilizing 2 pennies (or 45%) of future increments of the 4.45 pennies of state sales tax collections within the BioDistrict. Specifically, the request is for JLCB to approve the State to enter into a CEA with the New Orleans BioDistrict for said purpose.

The following items are included in this informational package:

- Letter from Louisiana Economic Development Secretary Don Pierson
- Letter from Louisiana Department of Revenue (LDR) Secretary Kevin Richard
- LDR's determination of the BioDistrict TIF base
- Economic impact analysis updated by Dr. James Richardson
- Draft CEA between the State of Louisiana and the BioDistrict New Orleans
- Ordinance adopted by the Council of the City of New Orleans, October 20, 2022

Approved by the Joint Legislative Committee on the Budget

DATE: 10/18/23

LED | LOUISIANA ECONOMIC DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

May 5, 2023

Representative Jerome Zeringue
Chairman, Joint Legislative Committee on the Budget
900 North Third Street
Baton Rouge, Louisiana 70802

Re: Tax Increment Financing request for the New Orleans BioDistrict within the City of New Orleans

Dear Chairman Zeringue:

Louisiana Economic Development (LED) received the New Orleans BioDistrict request to dedicate to the district the incremental increases of 45% of the Annual State Increment of State sales tax collected within the boundaries of the district. The New Orleans BioDistrict is seeking to create a Bio-Innovation District and to make public infrastructure improvements and other investments, using a combination of private investment and the proceeds from the incremental increase of a portion of local and State sales taxes collected within the district.

Dr. James Richardson conducted an economic impact analysis that indicates that the proposed development within the New Orleans BioDistrict would result in an increase in collections of State sales taxes above the amount currently being collected. LED concurs with Dr. Richardson's determination that the activity resulting from private and public investments combined with additional commitments of public benefits within the district will benefit the State economically. In addition, under the tax increment financing proposal recommended by LED, requiring a term of no more than 20 years and a lifetime aggregate cap of $25 million - the State would receive more funds from the increased State sales tax revenues than the district would receive from the proceeds of the dedicated State sales tax increment.

Please accept this letter as the written evaluation and determination of the Louisiana Department of Economic Development as required under La. R.S. 33:9038.34(A)(6).

Thank you for your assistance and attention to this request. Should you have any questions, please do not hesitate to contact me or LED Undersecretary, Anne Villa.

Sincerely,

Don Pierson, Secretary
Louisiana Economic Development

Approved by the Joint Legislative Committee on the Budget

DATE: 10/18/23

State of Louisiana
Department of Revenue

JOHN BEL EDWARDS
Governor

KEVIN J. RICHARD, CPA
Secretary

May 9, 2023

Secretary Don Pierson
Louisiana Economic Development
617 North Third Street
Baton Rouge, Louisiana 70802

Re: BioDistrict New Orleans Economic Development District

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of incremental increases of forty-five percent (45%) of the Annual State Increment of State sales tax collected from taxpayers within the geographic area comprising the New Orleans Economic Development District.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department of Revenue's sales tax analysis of the BioDistrict New Orleans Economic Development District is enclosed for your reference.

Sincerely,

Kevin J. Richard, CPA
Secretary
Louisiana Department of Revenue

Approved by the Joint Legislative Committee on the Budget

DATE: 10/18/23

N.O. Biodistrict TIF State Base FYE June 30, 2021	
State Annual Base (Reported Gross Tax Due less V.C.) * Includes estimates for consolidated filers based on amounts reported on local sales tax returns.	$11,716,431
Monthly State Base (Annual State Base divided by 12)	$976,369
Cost Estimate FYE June 30, 2021	
Taxable Sales	$263,290,580
TIF State Estimated Available Increment (4.45%)	$11,716,431
TIF State Estimated Pledged Increment (45% of 4.45%)	$5,272,394

Zip Code	Total City Revenue	Total City Taxes Paid	Total City Taxable Revenues
70019	$0	$0	$0
70043	$0	$0	$0
70112	$5,607,298,585	$16,646,198	$1,219,751,914
70113	$13,693,429,385	$24,911,867	$13,759,632,550
70115	$5,687,838	$3,820	$5,688,841
70116	$0	$150	$0
70117	$197,804	$5,310	$197,804
70118	$7,175,784,769	$5,427,670	$477,006,054
70119	$663,320,341	$2,842,066	$165,970,413
70121	$11,444,657	$457,381	$12,776,966
70122	$19,791,517	$26,893	$14,579,882
70124	$212,521	$339	$212,521
70125	$3,313,495,624	$2,373,315	$3,132,341,059
70126	$0	$0	$0
70127	$0	$0	$0
70129	$2,365,122	$8,859	$1,078,315
70130	$4,757,308	$153,706	$4,820,112
70163	$3,030,106	$2,000	$3,030,106
Grand Total	**$30,500,815,577**	**$52,859,574**	**$18,797,086,538**

Approved by the Joint Legislative Committee on the Budget

DATE: 10/18/23 8AM

Total Gross Sales	Total Taxable Sales	Gross Tax Due	Net Tax Due
$64,395,431	$55,424,831	$2,451,545	$2,451,545
$855,526,406	$120,511,098	$5,343,382	$5,343,382
$94,630	$94,630	$4,171	$4,171
$281,735,850	$41,860,431	$1,847,559	$1,847,559
$73,196,101	$22,987,692	$1,014,204	$1,014,204
$1,918,591	$1,906,696	$84,061	$84,061
$58,694,426	$21,855,356	$965,910	$965,910
$1,040,409	$126,994	$5,598	$5,598
$0	$0	$0	$0
$1,336,601,844	$264,767,728	$11,716,431	$11,716,431

Approved by the Joint Legislative Committee on the Budget

DATE: 10/18/23 (KN)

N.O. Biodistrict TIF State Base

FYE June 30, 2021

TIF District	
State Annual Base (Reported Gross Tax Due less V.C.) * Includes estimates for consolidated filers based on amounts reported on local sales tax returns.	$11,716,431
Monthly State Base (Annual State Base divided by 12)	$976,369

Approved by the Joint Legislative Committee on the Budget

DATE: 12/18/23

COASTAL PROTECTION AND RESTORATION AUTHORITY
CPRA

State of Louisiana

JEFF LANDRY
GOVERNOR

November 18, 2025

The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294
Baton Rouge, LA 70804

Dear Senator Womack:

The Coastal Protection and Restoration Authority (CPRA) issued a Request For Proposal (RFP) on October 10, 2023 for coastwide comprehensive data collection services to support the Coastwide Reference Monitoring System (CRMS) Program. A contract was awarded to Coastal Estuary Services, LLC, with an initial term of three (3) years, March 1, 2024 through February 28, 2027. The contract provides an option for CPRA to extend the term for up to two (2) additional years, and in accordance with La. R.S. 39:1615(1), prior approval from the Joint Legislative Committee on the Budget (JLCB) is required. Therefore, I am requesting that CPRA be placed on the JLCB's December 2025 meeting agenda in order to seek approval for the contract extension.

The CRMS Program is Louisiana's comprehensive coastal monitoring program, responsible for providing quality monitoring data for coastal restoration planning and assessment. The CRMS network of monitoring stations was established to assess Coastal Wetland Planning, Protection, and Restoration (CWPPRA; Breaux Act) projects and has been continuously providing data from a network of 392 sites to the public since 2006. The majority of CRMS data collection is performed by a contractor responsible for collecting hydrology, vegetation, and sediment data from remote locations in the field and delivering data to CPRA according to established quality protocols and programmatic standards.

Coastal Estuary Services, LLC is performing very well for CPRA, and as such, maintaining continuity in ongoing CRMS data collection would save the state time and money regarding a re-solicitation process. Therefore, it is in the best interest of the CPRA to extend the contract for the additional two (2) years. This additional time will ensure that CPRA does not have a break or change in contractor service at a critical time in coastal monitoring. With this extension, CPRA intends to utilize the option in the contract which allows for a negotiated maximum amount of a 2% increase for each hourly labor and daily equipment rates on the Contractor's Negotiated Required Rate Schedule. Attached for reference and your review are the RFP, the contract with Coastal Estuary Services, LLC, and the proposed amendment to the contract.

We respectfully request your favorable consideration and approval of this request, and we will provide any additional information you may require in your review and analysis. Please contact me at (225) 342-4551 or Candace.Oby2@la.gov.

Sincerely,

Candace Oby
Chief Financial Officer

Attachments

c: Michael Hare, Executive Director, CPRA
Brad Barth, P.E., Operations Division Administrator, CPRA

Amendment to Agreement between State of Louisiana
Coastal Protection and Restoration Authority
AND
Coastal Estuary Services, LLC
1200 Brickyard Lane
Suite 202
Baton Rouge, LA 70802
Tel. No. 225-266-7630
Vendor # 20-1419708

Amendment Provisions

CHANGE FROM:

TERM OF CONTRACT

This Contract shall begin on March 1, 2024 and shall terminate on February 28, 2027.

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, the Agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, or a negotiated maximum amount of a 2% increase for each of the hourly labor and daily equipment rates on the Contractor's Negotiated Required Rate Schedule, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty- six (36) month term, 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 three (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.

CHANGE TO:

TERM OF CONTRACT

This Contract shall begin on March 1, 2024 and shall terminate on February 28, 2029.

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, the Agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, or a negotiated maximum amount of a 2% increase for each of the hourly labor and daily equipment rates on the Contractor's Negotiated Required Rate Schedule, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty- six (36) month term, 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 three (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.

CHANGE FROM:

CONTRACT MONITOR

Bill Boshart of CPRA, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and will serve as the liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Appendix A.

CHANGE TO:

CONTRACT MONITOR

Leigh Anne Sharp of CPRA, or her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and will serve as the liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Appendix A.

CHANGE FROM:

COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of $23,097,457.40.

CHANGE TO:

COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of $41,597,457.43.

CHANGE FROM:

PAYMENT TERMS

Payments will be made only on the approval of **Bill Boshart**, or his designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the negotiated rate sheet contained in **Appendix G**. The rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice copies, cameras, personal protective equipment, and materials, as well as be inclusive of mileage and per diem (meals and incidentals).

When lodging expenses are NOT incurred, all travel related expenses, and per diem, shall be included in the hourly labor rates established for each labor category.

When pre-approved by the CPRA Contract Monitor, lodging will be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: https://www.doa.la.gov/doa/ost/.

Expenses, including but not limited to, third party charges, equipment rentals and material purchases, etc., will be negotiated for each task, as appropriate, to complete the assigned work. Such expenses will be reimbursed at cost, and only with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or their designee prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule **Appendix G**.

A monitoring report shall be submitted by the Contractor with each invoice for payment on the Form CPRA-MR (**Appendix C**).

A Subcontractor Report, **Appendix D**, should be submitted by the Contractor with each invoice for payment.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

CHANGE TO:
PAYMENT TERMS

Payments will be made only on the approval of **Leigh Anne Sharp**, or her designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the negotiated rate sheet contained in **Addendum to Appendix G**. The rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice copies, cameras, personal protective equipment, and materials, as well as be inclusive of mileage and per diem (meals and incidentals).

When lodging expenses are NOT incurred, all travel related expenses, and per diem, shall be included in the hourly labor rates established for each labor category.

When pre-approved by the CPRA Contract Monitor, lodging will be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: https://www.doa.la.gov/doa/ost/.

Expenses, including but not limited to, third party charges, equipment rentals and material purchases, etc., will be negotiated for each task, as appropriate, to complete the assigned work. Such expenses will be reimbursed at cost, and only with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or their designee prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule **Addendum to Appendix G**.

A monitoring report shall be submitted by the Contractor with each invoice for payment on the Form CPRA-MR (**Appendix C**).

A Subcontractor Report, **Appendix D**, should be submitted by the Contractor with each invoice for payment.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

CHANGE FROM:

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.

CHANGE TO:

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.

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.

THE FOLLOWING PROVISION IS ADDED TO THE CONTRACT IN ITS ENTIRITY

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.

Amendment becomes effective: March 1, 2024

Justification:

CPRA is extending the term of the contract for an additional two years, per Article 5 of the original contract. This amendment extends the term of the contract beyond its original 3-year term in order to complete ongoing work. A budget increase is also needed to complete ongoing and future tasks.

No amendment shall be valid until it has been executed by all parties and approved by the Division of Administration, Office of State Procurement.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
_____	_____
Coastal Estuary Services, LLC	Michael Hare
Title:_____	Title: Executive Director, CPRA
_____	_____
Date	Date

ADDENDUM TO APPENDIX G: NEGOTIATED RATE SCHEDULE

Updated rates below are valid from March 1, 2027 to February 28, 2029.

PERSONNEL CLASSIFICATION	HOURLY RATES ($/HOUR)
Program Manager	$ 183.60 /hr.
Project Manager	$ 133.62 /hr.
Project Controls Manager	$ 106.08 /hr.
Principal Environmental Scientist	$ 168.30 /hr.
Technical Consultant	$ 178.50 /hr.
Senior Environmental Scientist	$ 96.90 /hr.
Environmental Scientist 3	$ 77.52 /hr.
Environmental Scientist 2	$ 68.34 /hr.
Environmental Scientist 1	$ 62.22 /hr.
Field Technician	$ 62.22 /hr.
Administrative/Clerical	$ 49.98 /hr.

EQUIPMENT CLASSIFICATION	DAILY RATES ($/DAY)
Accretion Tank	$ 42.84 /day
Auto Level	$ 53.04 /day
Rod Driver	$ 35.70 /day
Airboat	$ 443.70 /day
Workboat	$ 469.20 /day
Flatboat/Shallow-Water-Surface Drive	$ 173.40 /day
ATV	$ 40.80 /day
Vehicle	$ 112.20 /day
Standard Field Data Collection Equipment	$ 42.84 /day
Continuous Recorders – Water Elevation, Salinity and Temperature	$ 3.98 /day
Continuous Recorders – Water Level and Temperature (Floating)	$ 2.75 /day

STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this 16th day of February, 2024 the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and **Coastal Estuary Services, LLC** domiciled at **1200 Brickyard Lane, Suite 202, Baton Rouge, LA 70802** (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. **SCOPE OF SERVICES**
   Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (**Appendix A**) and the Proposal (**Appendix B**), attached hereto and made a part hereof.

2. **GOAL**
   The goal of this procurement is to provide CPRA and its affiliated federal partners with an experienced contractor having professional environmental service expertise and the depth of resources to fulfill requirements in accordance with the Coastwide Reference Monitoring System (CRMS) program.

3. **OBJECTIVES**
   To conduct a coastwide comprehensive data collection effort necessary to enhance the analysis, evaluation and effectiveness of Louisiana's coastal restoration projects at the project, region and coastwide levels.

4. **PERFORMANCE MEASURES**
   The performance of the 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 Scope of Services.

   The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract.

5. **TERM OF CONTRACT**
   This Contract shall begin on March 1, 2024 and shall terminate on February 28, 2027.

   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, the Agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, or a negotiated

maximum amount of a 2% increase for each of the hourly labor and daily equipment rates on the Contractor's Negotiated Required Rate Schedule, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, 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 three (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.

6. CONTRACT MONITOR

Bill Boshart of CPRA, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and will serve as the liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and **Appendix A**.

7. COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of **$23,097,457.40**.

8. NOTICE TO PROCEED

Work will be tasked under an executed Contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a "not to exceed" amount for compensation.

9. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in **Appendices A (RFP)** and **B (Proposal)** as products of the services rendered under this contract.

10. PAYMENT TERMS

Payments will be made only on the approval of **Bill Boshart**, or his designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the negotiated rate sheet contained in **Appendix G**. The rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice copies, cameras, personal protective equipment, and materials, as well as be inclusive of mileage and per diem (meals and incidentals).

When lodging expenses are NOT incurred, all travel related expenses, and per diem, shall be included in the hourly labor rates established for each labor category.

When pre-approved by the CPRA Contract Monitor, lodging will be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: https://www.doa.la.gov/doa/ost/.

Expenses, including but not limited to, third party charges, equipment rentals and material purchases, etc., will be negotiated for each task, as appropriate, to complete the assigned work. Such expenses will be reimbursed at cost, and only with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or their designee prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule **Appendix G**.

A monitoring report shall be submitted by the Contractor with each invoice for payment on the Form CPRA-MR (**Appendix C**).

A Subcontractor Report, **Appendix D**, should be submitted by the Contractor with each invoice for payment.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

11. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his Proposal.

12. 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.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. 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.

B. 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.

C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. 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.

E. 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. 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.

14. INSURANCE

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: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by

officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Workers Compensation Insurance:

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 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.

Commercial General Liability Insurance:

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any Subcontractor during the performance of work covered by the contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a limit per occurrence of $1,000,000 and a 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.

Errors and Omissions:

Contractor shall be responsible to maintain Errors and Omissions coverage with limits of no less than $1,000,000.00. This Errors and Omissions coverage must be maintained throughout the entirety of the term of this Contract.

Licensed and Non-Licensed Motor Vehicles:

The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance shall have a 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. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her Subcontractors.

Subcontractor's Insurance:

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

15. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

16. 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 Contractor's obligation and identified under Federal Tax Identification Number **20-1419708** and the Louisiana Department of Revenue Account Number **1774165**.

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. 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 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 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.

17. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

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

CPRA encourages the use of data collected under its Contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.
D. In order to make all CPRA Contract deliverables consistent, the "Recommended Citation" on any final Contract deliverables, documents, or reports shall use the contracted company name and not individuals as the author. If the respective company prefers, they can add a section entitled "Contributing Authors" or "Acknowledgements" to more explicitly list or give credit to the individual authors who have worked on the project/study.

For work performed under the RESTORE Act, the Federal Government, including the RESTORE Council, may also retain certain rights in the work as provided in Section E.07 of the RESTORE Council's Financial Assistance Standard Terms and Conditions or in Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable.

Failure to follow these guidelines may result in stoppage of work or of any future Task Orders.

19. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

Any audit shall be performed in accordance with R.S. 24:513 *et seq.* and/or any applicable provisions of 2 C.F.R. part 200, Subpart F "Audit Requirements", and 31 C.F.R. Part 34 as applicable, including without limitation 31 C.F.R. § 34.805. Contractor further agrees for Tasks funded under the RESTORE Act or the Gulf of Mexico Energy Security Act of 2006 (GOMESA), Public Law 109-432, to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General the U.S. Treasury OIG, DOI OIG, the GAO and the RESTORE Council, as applicable, any documents, papers or other records, including electronic records of Contractor that are pertinent to the Tasks funded under the RESTORE Act or GOMESA as applicable, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

20. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contactor from assigning 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 CPRA.

21. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

22. NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

23. 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.

Contractor and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, any RESTORE Act funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

24. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

For Tasks funded under the RESTORE Act, Contractor shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the RESTORE Act funds to comply with the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the RESTORE Act funds from the RESTORE Act's Trust Fund, including without limitation (i) the requirements of any applicable RESTORE grant award, including any Special Award Conditions, (ii) the RESTORE Council's Financial Assistance Standard Terms and Conditions or Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable, (iii) 2 C.F.R. part 200 Subpart E – Cost Principals, (iv) 2 C.F.R. § 200.331 and 2 C.F.R. § 200.333, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as **Appendix E**, (v) all applicable provisions of 31 C.F.R. Part 34, and (vi) any CPRA Internal Agency Policies applicable to Contractor and/or to consultants, contractors and subcontractors, and the provisions provided therein. Contractor and its consultants/contractors/ subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of RESTORE Act funds or for legal compliance.

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

25. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

26. NON-DISCRIMINATION CLAUSE

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

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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

27. 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 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.

28. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprises ("DBEs") have the maximum opportunity to participate in the performance of this Contract and any

subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract. (**Appendix F**)

The following good faith efforts for utilizing DBEs are required:

A. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
B. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
C. Where feasible, establish delivery schedules which will encourage DBE participation.
D. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
E. Encourage contracting with a consortium of DBEs when a Contract is too large for one of these firms to handle individually.
F. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contractor shall submit to the Contract Monitor a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form attached hereto as **Attachment F**, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full terms of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the Contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

29. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages Contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" 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) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Contractors are encouraged to become certified. Eligible Contractors are also required to make it clear in their proposal that they are certified by attaching a certification document.

Qualification requirements and online certification are available at:
https://smallbiz.louisianaeconomicdevelopment.com/Account/Register

30. SUBCONTRACTORS

The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

For any Subcontractors needed in addition to the ones proposed and subsequently negotiated upon execution of this contract, the Contractor agrees to obtain approval prior to subcontracting the services specified in **Appendix A**. The Contractor shall submit requests for approval to CPRA, accompanied by resumes of key personnel of the requested Subcontractor, to the CPRA Contract Monitor. Approval must be obtained through written amendment to this contract and approved by CPRA and the Division of Administration, Office of State Procurement.

31. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension. Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its Contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any subcontractor(s) is/are ineligible to enter into Contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

32. TERMINATION FOR CAUSE

The CPRA 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 CPRA 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 such 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 CPRA 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 CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the CPRA for damages sustained by the CPRA by virtue of any breach of the Contract by the Contractor, and the CPRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CPRA from the Contractor is determined.

33. TERMINATION FOR CONVENIENCE

The CPRA 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.

34. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to work funded under this Contract with RESTORE Act funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG.

RESTORE Council

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council

500 Poydras Street, Suite 1117

New Orleans, LA 70130

U.S. Department of Treasury Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

Phone: 202-622-2136

Email: Laurie.McGilvray@treasury.gov

U.S. Department of Treasury Office of Gulf Coast Restoration and the U.S. Treasury OIG Phone: 1-800-359-3898 (toll free)

Email: Hotline@oig.treas.gov

Online: Hotline Complaint Form: https://www.treasury.gov/about/organizational-structure/ig/Pages/OigOnlineHotlineForm.aspx

Additionally, any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council
500 Poydras Street, Suite 1117
New Orleans, LA 70130

35. 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.

For Tasks funded under the RESTORE Act, Contractor also acknowledges that any RESTORE Act funds not used in accordance with the terms and conditions of this Contract, local, state and federal law or conditions of a Federal award for the RESTORE Act funds, shall be reimbursed to the CPRA. CPRA shall also be entitled to any other remedies for noncompliance as provided in Section M of the RESTORE Council's Financial Assistance Standard Terms and Conditions.

If Contractor or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award under the RESTORE Act, in addition to Termination for Cause or Termination for Convenience, the CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the RESTORE Act funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) take other remedies that may be legally available. The Contractor shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in this Contract.

36. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

37. 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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

38. ANTI-LOBBYING

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

39. SEVERABILITY

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

40. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be amended to make such insertion or correction.

41. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

42. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Director of the Office of State Procurement.

43. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

44. 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.

45. 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES:

Kayla Causey
Signature

kayla causey
(Print Name)

Coastal Protection and Restoration Authority:

By: Greg Grandy
Deputy Executive Director

WITNESSES SIGNATURES:

R. Elaine Wallace
Signature

L. ELAine WALLACE
(Print Name)

Contractor:

By:

LAGOV CONTRACT NO. _____
APPENDIX C

MONITORING REPORT

Date: _____

Contractor: _____ CPRA Contract No. _____

Project Title: "_____"

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: $_____ Balance:$_____

Total invoiced to date: $_____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
B. Hourly (include services performed and number of hours worked).
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
D. Actual Costs Incurred
E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contractor _____ _____ Date _____
(Printed Name)

Approval _____ _____ Date _____
CPRA Task Manager (Optional) (Printed Name)

Approval _____ _____ Date _____
CPRA Contract Monitor (Printed Name)

LAGOV CONTRACT NO. _____

APPENDIX D

COASTWIDE REFERENCE MONITORING SYSTEM (CRMS)

SUBCONTRACTOR REPORT

PRIME CONTRACTOR _____

Name & Address of Subcontractor	Task Number	$ Value of Procurement	Cumulative $ Value of Procurement

APPENDIX E

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment

of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 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 must 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 non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

CONTRACT NO. _____
LAGOV PO NO. _____
INVOICE NO. _____

APPENDIX F

PRIME CONTRACTOR _____
TASK NO. _____
DBE PROCUREMENTS MADE (ENTER DATES WORK WAS PERFORMED)

Procurement Made By		Business Enterprise		$ Value of Procurement	Date of Award MM/DD/YY	Type of Product or Service[1] (Enter Code)	Name/Address of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

[1]Type of product or service codes:

1 = Agriculture
2 = Mining
3 = Construction
4 = Manufacturing
5 = Transportation
6 = Wholesale Trade
7 = Retail Trade
8 = Finance, Insurance, Real Estate
9 = Services
10 = Business Services
11 = Professional Services
12 = Repair Services
13 = Personal Services
14 = Other

APPENDIX G: NEGOTIATED RATE SCHEDULE
Company Name: Coastal Estuary Services, LLC

TABLE I: PERSONNEL CLASSIFICATION	UNIT BASE	HOURLY RATES ($/HOUR)	Extended Total
Program Manager	2,525	$ 180.00 /hr.	$ 454,500.00
Project Manager	5,550	$ 131.00 /hr.	$ 727,050.00
Project Controls Manager	5,320	$ 104.00 /hr.	$ 553,280.00
Principal Environmental Scientist	4,110	$ 165.00 /hr.	$ 678,150.00
Technical Consultant	620	$ 175.00 /hr.	$ 108,500.00
Senior Environmental Scientist	25,250	$ 95.00 /hr.	$ 2,398,750.00
Environmental Scientist 3	56,300	$ 76.00 /hr.	$ 4,278,800.00
Environmental Scientist 2	45,350	$ 67.00 /hr.	$ 3,038,450.00
Environmental Scientist 1	63,900	$ 61.00 /hr.	$ 3,897,900.00
Field Technician	48,250	$ 61.00 /hr.	$ 2,943,250.00
Administrative/Clerical	750	$ 49.00 /hr.	$ 36,750.00
			Total $ 19,115,380.00

TABLE II: EQUIPMENT CLASSIFICATION	UNIT BASE	DAILY RATES ($/DAY)	Extended Total
Accretion Tank	680	$ 42.00 /day	$ 28,560.00
Auto Level	775	$ 52.00 /day	$ 40,300.00
Rod Driver	20	$ 35.00 /day	$ 700.00
Airboat	2,500	$ 435.00 /day	$ 1,087,500.00
Workboat	450	$ 460.00 /day	$ 207,000.00
Flatboat/Shallow-Water-Surface Drive	890	$ 170.00 /day	$ 151,300.00
ATV	50	$ 40.00 /day	$ 2,000.00
Vehicle	5,500	$ 110.00 /day	$ 605,000.00
Standard Field Data Collection Equipment	3,870	$ 42.00 /day	$ 162,540.00
Continuous Recorders - Water Elevation, Salinity, and Temperature	410,000	$ 3.90 /day	$ 1,599,000.00
Continuous Recorders - Water Level and Temperature (Floating)	36,362	$ 2.70 /day	$ 98,177.40
			Total $ 3,982,077.40

Grand Total Cost of Proposal (Sum of Extended Total amounts for Tabe I and II)	**Total $ 23,097,457.40**

Authorized Representative of Contractor: _____
Sign Here

Brian C. Perez, Program Manager
(Print Name and Title)

*Final negotiated rates will be applicable for the duration of the three (3) year contract.

REQUEST FOR PROPOSAL

COASTWIDE REFERENCE MONITORING SYSTEM

RFP #: 3000021929

PROPOSAL DUE DATE/TIME: November 10, 2023 @ 3:00 PM

State of Louisiana
COASTAL PROTECTION AND RESTORATION AUTHORITY

October 10,2023

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REQUEST FOR PROPOSAL
FOR
COASTWIDE REFERENCE MONITORING SYSTEM

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The Coastal Protection and Restoration Authority (CPRA) is seeking a professional environmental science consulting firm to perform a variety of environmental science and monitoring services tasks that will, in accordance with the Coastwide Reference Monitoring System (CRMS), enhance the capability, efficiency, and responsiveness of the CPRA to achieve Louisiana's coastal protection and restoration mission. The CRMS program involves data collection at 389 monitoring sites across the Louisiana coastal zone. The services required will include the monitoring of a range of ecological parameters that include: surface water salinity, temperature and water level, soil porewater, herbaceous vegetation, forested vegetation, soil characteristics, surface elevation changes and vertical accretion. The Contractor will also provide support to the CPRA for ecological reporting and analysis, project-specific monitoring, and database management. High-quality deliverables produced under the Contract will contribute to the further execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period including task scopes, schedules and cost negotiations, and will assign tasks to the Contractor as needed.

1.2 Background

In 1990, the U.S. Congress enacted the Coastal Wetlands Planning, Protection and Restoration Act (CWPPRA) to address the growing concern of coastal land loss in Louisiana. CWPPRA is managed by a Task Force comprised of the State of Louisiana and five (5) federal agencies. The CWPPRA program seeks to identify areas of wetland loss and provide the necessary funding for the planning, design, construction, operations and monitoring of selected restoration projects. In 2003, in an effort to enhance the monitoring and effectively evaluate the growing list of coastal restoration projects, the CWPPRA Task Force approved funding for a coast-wide network of monitoring stations, the Coastwide Reference Monitoring System (CRMS). The CRMS program is one (1) of the largest coastal habitat monitoring networks in the United States and is a primary data resource used in the assessment development and monitoring of the short and long-term success of Louisiana's coastal restoration projects. On a larger scale, CRMS serves as a data collection network that is used to monitor and assess environmental changes along Louisiana's coast. CRMS data are also widely used in active modeling efforts including the Mississippi River Hydrodynamic and Delta Management Study (MRHDMS), the 2017 and 2023 Master Plans for Louisiana, and the System Wide Assessments Monitoring Program (SWAMP).

1.3 Goals and Objectives

The goal of this Request for Proposal (RFP) is to provide CPRA and its affiliated federal partners with an experienced contractor having professional environmental service expertise and the depth of resources to fulfill requirements in accordance with the CRMS program. The Contractor

will conduct a coastwide comprehensive data collection effort necessary to enhance the analysis, evaluation and effectiveness of Louisiana's coastal restoration projects at the project, region and coastwide levels.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about March 1, 2024 and is anticipated to end on February 28, 2027.

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, the Agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, or a negotiated maximum amount of a 2% increase for each of the hourly labor and daily equipment rates on the Contractor's Negotiated Required Rate Schedule, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, 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 three (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

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
CIMS	Coastal Information Management System
CPRA	Coastal Protection and Restoration Authority
CRMS	Coastwide Reference Monitoring System
CWPPRA	Coastal Wetlands Planning, Protection and Restoration Act Program
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
May and Can	The terms "may" and "can" denote an advisory or permissible action.
MRHDMS	Mississippi River Hydrodynamic and Delta Management Study
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.

QA/QC	Quality Assurance/Quality Control
RFP	Request for Proposal
RSET	Rod Surface Elevation Table
Shall, Will and Must	Shall, Will and Must – The terms "shall", "will", and "must" 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.
SWAMP	System Wide Assessment Monitoring Program
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.

1.6 Schedule of Events

Event	**Date**
RFP advertised in newspapers and posted to LaPAC	October 10, 2023
Deadline for receipt of written inquiries	October 20, 2023 @ 3:00 PM
Deadline to answer written inquiries	October 31, 2023
Deadline for receipt of proposals	November 10, 2023 @ 3:00 PM
Oral Presentations if Requested	Week of December 4, 2023
Notice of Intent to award announcement, and 14-day protest period begins, on or about	January 8, 2023
Contract execution, on or about	March 1, 2024

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

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified throughout the RFP. 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 or as adjusted by Addenda. FAX or e-mail submissions

shall not be acceptable. Proposers mailing or delivering 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:

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-5023

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.

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications:

There are no mandatory qualifications that must be met by Proposers.

1.8.2 Desirable Qualifications:

It is desirable that Proposer's proposed staff should meet the following qualifications prior to the deadline for receipt of proposals. Proposed staff member(s) with multiple areas of expertise may satisfy more than one of these qualifications:

1. **Program Manager**
   - A bachelor's degree and seven (7) years professional experience in program/project management involving multifaceted operations.

2. **Principal Environmental Scientist**
   - A Ph.D. or master's degree in biological sciences, coastal resource management, ecology, environmental sciences, or a related field and should have seven (7) years of experience monitoring coastal systems, including marsh, swamp, ridge, and/or barrier island habitats.

3. **Technical Consultant**
   - A plant biologist with 1) a Ph.D. or master's degree in botany, plant sciences, or a related field or 2) a bachelor's degree in a related field.
   - Five (5) years of experience identifying vegetation in marsh, swamp and barrier island habitats and along the Gulf Coast, preferably in Louisiana.

4. **Senior Environmental Scientist**
   - The Proposer's proposed staff should possess each of the following areas of expertise.
   - A bachelor's degree in biological sciences, chemistry, coastal resource management,

ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field.

- Five (5) years of experience in hydrologic monitoring. Should be knowledgeable of hydrologic monitoring equipment, methods, troubleshooting and maintenance.
- Five (5) years of experience in vegetative sampling techniques and identification.
- Five (5) years of experience in sediment sampling techniques. Should be knowledgeable of wetland soil types and sediment properties.
- Five (5) years of experience measuring vertical elevation and accretion in coastal environments. Should be knowledgeable of geomorphological processes occurring along Louisiana's coast.
- Note: Principal Environmental Scientist or Environmental Scientist 3 may alternately fulfill one or more of the above requirements, depending on their areas of expertise.

5. Project Manager

- A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with five (5) years of project management experience in a related field.
- A master's degree in any of the qualifying fields will substitute for one year of the experience and a Ph.D. will substitute for two (2) years of the experience.

6. Project Controls Manager

- One (1) year of experience in financial management.

7. Environmental Scientist 3

- A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with six (6) years of experience in a related field.
- A master's degree in any of the qualifying fields will substitute for one (1) year of the experience and a Ph.D. will substitute for two years of the experience.

8. Environmental Scientist 2

- A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with three (3) years of experience in a related field.

9. Environmental Scientist 1

- A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or related field.

10. Field Technician

- One (1) year of experience in the navigation of water vessels, including airboats when required, in coastal marsh, swamp and barrier island habitats, often in challenging weather conditions.

11. Administrative/Clerical

- One (1) year of experience in administrative and clerical support.

1.9 Proposal Response Format

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

Proposers shall respond to this RFP with Volume I: Technical Proposal, Volume II: Financial Information, and Volume III: Cost Proposal.

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete, appropriate comment, documentation, and submittals to address the RFP requirements.

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

This section services to reference significant section headings and page numbers of the Proposal.

1.9.3 Executive Summary

This section serves to introduce the scope of the Proposal. It should include an Executive Summary with administrative information including the Proposer's contact name and phone number. It should include 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 a positive statement of compliance with the contract terms, as provided in the Sample Contract, Attachment III. 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 III 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; nor is CPRA obligated to incorporate suggested contract revisions.

1.10 Volume I: Technical Proposal

1.10.1 Company Background and Experience

Proposers should respond to the following:

- Proposers should give a brief description of their company, including brief history, corporate or organization structure, and number of years in business.
- Proposers should provide a detailed discussion of their prior experience in working on projects similar in size, scope, and function to the proposed Scope of Services.
- 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 meet or exceed the qualifications described in Section 1.8, Qualifications for Proposer.

1.10.2 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:

- Provide Proposers understanding of the nature of the Scope of Services (Part 2) and how the Proposer will best meet the needs of the State agency.
- Describe a functional approach to provide the services outlined in the Scope of Services (Part 2).
- Describe a functional approach in responding to task requests to meet agency requirements.
- Describe an approach to Project Management and Quality Assurance.
- Provide a sample proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables and staffing.

- Provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in the Scope of Services (Part 2).
- Provide an understanding of multi-disciplinary service needs, priorities and focus areas of the existing CPRA functions and development/support needs as described in the Scope of Services (Part 2).
- Describe the ability to develop programmatic strategies, goals and objectives.
- Describe an understanding of success metrics, and how to identify and track programmatic metrics.
- Describe the ability to develop collaborative partnerships with a wide-variety of types of organizations.
- Proposer is encouraged to make specific suggestions for improvements to the State's recommended data collection procedures, data management, analytical methodologies, and/or equipment that will be more cost-effective or save time and/or effort without compromising data quality or the CRMS-Wetlands design (Steyer et al. 2003), see Part 2, Section 2.4. These recommendations should be accompanied by specific justifications and explanations. If the Proposer makes recommendations that require equipment or procedures that vary from those described in the Standard Operating Procedures (SOP) manual for the CRMS-Wetlands program (Folse et al. 2023), the Proposer should also provide specifications for review.

1.10.3 Proposed Staff Qualifications

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

- Proposer should submit a resume for each of the assigned personnel, and the resume should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience on past and present projects with dates and responsibilities, and any applicable certifications.

- The Proposer should also specifically include the role and responsibilities of each person who may perform work outlined in the Scope of Services (Part 2), their planned level of effort, their anticipated duration of involvement, and their on-site availability.

- Proposer should also demonstrate the ability to expand staff capacity quickly for unaddressed needs.

For the Program Manager, Project Managers, and Senior Environmental Scientist, customer references (name, title, company name, address and telephone numbers) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the staff qualifications described in Section 1.8, Qualifications for Proposer.

1.10.4 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.

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:IX. Chapters 11 and 13) 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/portal/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.

1.10.5 Certification Statement

The Proposer must sign and submit the original Attachment I: Certification Statement.

1.10.6 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10.7 Subcontractors

Persons who are not full-time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work should be identified as specified in 1.25: Use of Subcontractors, including the projected percentage of the Scope of Services to be accomplished by each subcontractor. For each subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed work.

1.10.8 Insurance

The Proposal should include a certificate of insurance as proof that the Proposer has in effect limits of insurance required by Section 1.34 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.11 Volume II: Financial Information

Proposers shall include one separate Volume II containing Financial Information as described below.

Demonstration of Financial Capability is required for Acceptance of a Proposal. Financial information is used for determination of responsibility (See Section 1.25), and not as evaluation criteria. In Volume II, Proposals **shall** include evidence demonstrating the Proposer's financial capability to carry out the services required in this RFP. Evidence **shall** include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past three (3) full twelve-month periods. Financial Statements are to include, at a minimum, the balance sheet and income statement for each of the past three (3) full twelve-month periods.

2. If the past three (3) full twelve-month periods of Financial Statements (to include at a minimum the balance sheet and income statement) are not available, Proposer shall state the specific reason the Financial Statements are not available and shall provide a letter from the Proposer's bank and/or other financial companies stating financial status/standing with the bank or financial company, such letter must be on bank/financial company letterhead.

   ***Proposals that do not contain financial statements and Proposer does not provide a specific reason for financial statements being unavailable will not be accepted and will result in disqualification of the Proposer.**

   ***Letters from Proposers declaring their own financial capability will not be accepted and will result in disqualification of the Proposer.**

***Proposals that do not include the specified financial information detailed above will not be accepted and will result in disqualification of the Proposer.**

***Subcontractors are NOT required to submit financial information. The prime Contractor assumes all financial responsibility for work performed by its subcontractors.**

1.12 Volume III: Cost Proposal

The Proposer shall provide one (1) hourly rate (numerical value) for each of the personnel classifications and one (1) daily rate (numerical value) for each of the equipment classifications listed in the "Required Rate Schedule" in Attachment II. The Prime and Subcontractors will all adhere to the "Required Rate Schedule" for the full term of the contract. Proposers shall submit only one "Required Rate Schedule". The rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice copies, cameras, personal protective equipment, and materials, as well as be inclusive of mileage and per diem (meals and incidentals).

When lodging expenses are NOT incurred, all travel related expenses, and per diem, shall be included in the hourly labor rates established for each labor category.

When pre-approved by the CPRA Contract Manager, lodging will be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: https://www.doa.la.gov/doa/ost/

Proposers shall not provide additional personnel or equipment classifications beyond those listed in the "Required Rate Schedule."

Expenses, including but not limited to, third party charges, equipment rentals and material purchases, etc., will be negotiated for each task, as appropriate, to complete the assigned work. Such expenses will be reimbursed at cost, and only with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or their designee prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule described in Section 1.31 for the actual work performed on the Task Order.

For information purposes only, the Proposer shall provide an estimated percentage and cost of the effort that will be completed by each subcontractor (if applicable).

It is anticipated that other unforeseen services (generally defined in Part 2: Scope of Services) will be required in addition to and in support of the required activities defined in Section 2.4 of the Scope of Services. These additional services will also be administered through Task Orders utilizing the rates provided by the Contractor on the Negotiated Required Rate Schedule. Slotting of proposed labor rates to individual personnel is negotiable and requires justification based on the individuals' qualification (experience) and the personnel classification prior to issuance of a Task Order.

1.13 Number of Copies of Proposals

The following shall be submitted to the RFP Coordinator at the address specified.

Volume I: Technical and Volume III: Cost Proposal

- One (1) original, clearly marked "Original", that includes original signatures of 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 Proposer is a corporation.
- Five (5) hard copies
- One (1) electronic format (i.e., CD, Flash drive)

Volume II: Financial Information

- One (1) hard copy

The original proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I and Volume III	**Volume II**
Hard copy	1 original, 5 copies	1 copy
Electronic copy	1 (CD or flash drive)	Proposers should not submit any electronic copies of Volume II.

1.14 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 thorough but 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.

1.15 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 CPRA.

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 may be rejected without further consideration or recourse.

1.16 Proposal Clarifications Prior to Submittal

1.16.1 Pre-proposal Conference

Not required for this RFP.

1.16.2 Proposer Inquiries

Written questions regarding this RFP or Scope of Services must be submitted to the RFP Coordinator and single point of contact for this procurement as listed below.

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority Email:
CPRAcontracts@LA.GOV

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time 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 and

https://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

Only the RFP Coordinator or her designee 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 to 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/portal/anonymous?guest_user=self_reg.

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

1.16.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement

process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per 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; and
- Communications regarding a particular solicitation with the RFP Coordinator listed in the RFP 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.

1.17 Errors and Omissions in Proposal

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

1.18 Changes and Addenda

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 prior to the Deadline for Receipt of Proposals. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

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

1.19 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 a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.20 Waiver of Administrative Informalities

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

1.21 Proposal Rejection/RFP Cancellation

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

1.22 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.

1.23 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.

1.24 Taxes

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

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 Attachment I: Certification Statement 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.

1.25 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code, Title 34, Part V. 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 the requested and required information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.26 Use of Subcontractors

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. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify in the Proposal 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.

1.27 Written or Oral Discussions/Presentations

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 Agency's program objectives. If Oral Presentations are requested by CPRA, detailed information and requirements for presentations will be provided to the contact person for each of the invited Proposers. The CPRA reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria. Cost scores remain the same. Commitments made by the Proposer at the Oral Presentation, if any, will be considered binding.

1.28 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.

1.29 Evaluation and Selection

The evaluation of proposals will be accomplished by a Proposal Review Committee to be designated by the CPRA, which will determine the proposal most advantageous to the CPRA, taking into consideration price and the other evaluation factors set forth in the RFP. The Proposal Review Committee 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, review of technical requirements, or preparation of cost score data.

1.30 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the Proposal Review 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.

1.31 Contract Award, Negotiation, and Execution

Contract award and execution are contingent upon the selected Proposer and CPRA reaching an agreeable contract.

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. 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 shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment III. 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.

The State reserves the right to negotiate a reduction to the "Required Rate Schedule" hourly labor and daily equipment rates (Attachment II) with any Proposer selected by the Proposal Review Committee for contract award. The Proposer will receive written notification of the State's intent to negotiate submitted rates. The final negotiated hourly labor and daily equipment rates on the Proposer's Required Rate Schedule will be considered the maximum amount allowed. The subcontractors will also adhere to the final negotiated hourly labor and daily equipment rates of the Proposer for the full term of the contract.

Upon execution of a contract awarded from this RFP, and if the State and its Contractor are agreeable to extend the contract for an additional 24 months as referenced in Section 1.4 Term of Contract, the State reserves the right to negotiate up to a 2% increase for each hourly labor and

daily equipment rates on the Contractor's Negotiated Required Rate Schedule.

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

1.32 Notice of Intent to Award

The Proposal Review Committee shall compile the scores and make a recommendation to the head of the Agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. 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*), 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.

1.33 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.

1.34 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.

1.34.1 Contractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is

commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

1.34.2 Minimum Scope and Limits of Insurance

1.34.2.1 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.

1.34.2.2 Commercial General Liability

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any Subcontractor during the performance of work covered by the contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: 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.

1.34.2.3 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 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.

1.34.2.4 Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the Contract, Business 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. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her Subcontractors.

1.34.2.5 Subcontractor's Insurance

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

1.34.2.6 Acceptability of Insurers

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.

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.

1.34.2.7 Verification of Coverage

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.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the 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.

1.35 Liability and Indemnification

1.35.1 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.

1.35.2 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.

1.35.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.35.4 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.

1.35.5 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 (2) 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.35.6 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.

1.36 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.

1.37 Payment

Payment terms shall be negotiated with the successful Proposer.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the issued Task Order. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or their designee.

During the execution of tasks contained in the Scope of Services, the Contractor may submit monthly invoices for actual costs incurred in accordance with the final negotiated rate schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in the Scope of Services and Contract shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on actual work-hours and equipment usage using the final negotiated rate schedule described in Section 1.31.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract. Contractor will not be paid more than the maximum amount of the Contract.

1.38 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer 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 IV for additional information regarding electronic payment methods and registration.

1.39 Termination

1.39.1 Termination of the Contract for Cause

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

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

1.39.2 Termination of the Contract for Convenience

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

1.39.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.40 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.41 Right to Audit

The State legislative auditor, federal auditors and internal auditors of Coastal Protection and Restoration Authority, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.42 Civil Rights Compliance

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

Contractor agrees not to discriminate in its employment practices, and will render services under

the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the 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 and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

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

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

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

By submitting a response to this solicitation, the bidder or 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.

1.52 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

Contractor shall adhere to the State's Information Security Policy (ISP) - http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx.

1.53 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.

PART 2: SCOPE OF SERVICES

2.1 Introduction and Background

The Coastal Protection and Restoration Authority (CPRA) is seeking a professional science consulting firm to perform a variety of environmental science and monitoring service tasks that will, in accordance with the Coastwide Reference Monitoring System (CRMS), enhance the capability, efficiency, and responsiveness of the CPRA to fulfill Louisiana's coastal protection and restoration mission. The CRMS program involves data collection at 389 monitoring sites across the Louisiana coastal zone. Monitoring services required at these sites will include a collection of a range of ecological parameters including: surface water salinity, temperature and water level, soil porewater, herbaceous vegetation, forested vegetation, soil characteristics, surface elevation changes, and vertical accretion. The Contractor will also provide support to the CPRA for ecological reporting and analysis, project-specific monitoring, and database management. High-quality deliverables produced under the Contract will contribute to the further execution and expansion of the coastal protection and restoration program and its goals. The Contractor shall provide the personnel classifications described in Attachment II: Required Rate Schedule. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period including task scopes, schedules and cost negotiations, and will assign tasks to the Contractor as needed.

2.2 Performance of Task Orders

The Contractor shall perform all work required to accomplish the intent of the task orders assigned by CPRA. The Contractor shall be required to commence work on each written task order within an agreed upon date from receiving the CPRA written Notice to Proceed, with the exception of inclement weather impeding field work. The Contractor must also notify the CPRA Contract Manager if any problems arise with meeting the deadlines set forth in the Notice to Proceed. The Contractor shall provide all professional staff, support staff, and specialists necessary to plan, perform, supervise, and report the required work. The Contractor shall furnish all labor, transportation, fuel, equipment (unless otherwise stated that the State will provide), and supplies necessary to perform the services required by each task order.

2.3 Scope of Services

Services will be required in a variety of specialized categories including but not limited to the following:

A. Data Collection and Environmental Surveys

Tasks associated with this category include various types of environmental and biological surveys, damage assessments (weather etc.), and data collection that include the evaluation of habitats, vegetation, hydrology, surface elevation, accretion, and soil properties. The majority of the services needed under this task will relate to the coastal protection and restoration monitoring program, which includes the Coastwide Reference Monitoring System (CRMS)-*Wetlands* program, as well as project-specific restoration monitoring efforts. Tasks associated with these programs are defined in more detail in Section 2.4 of this scope of services. Additional duties/tasks may be assigned on an as-needed basis by the CPRA Contract Manager.

B. Data Management

Tasks associated with this category include obtaining, assembling, and organizing data; reviewing data and performing quality assurance/quality control (QA/QC); providing a web-based platform to securely and efficiently transfer data files and provide cloud backup documentation to CPRA (see Folse et al. 2023 for specifics).

2.4 Coastal Protection and Restoration Monitoring Program

The CRMS-*Wetlands* program provides an array of reference sites for the evaluation of coastal restoration projects. Data collected under CRMS-*Wetlands* will 1) characterize typical conditions within various habitat types for both project and non-project areas, 2) provide a basis of comparison to evaluate differences in response to coastal protection and restoration projects, 3) provide an avenue to evaluate the effectiveness of the coastal protection and restoration program, 4) determine whether whole coastal ecosystems are being protected and restored, not just the areas directly affected by individual projects, and 5) be a valuable source of information for coastwide project planning.

The Contractor will be responsible for reviewing, understanding, and enacting the CRMS-*Wetlands* design document (Steyer et al. 2003), the Standard Operating Procedures (SOP) manual for the CRMS-*Wetlands* program (Folse et al. 2023), the CPRA Quality Management Plan for Louisiana Fiscal Year 2020 (Villarrubia et al. 2019), A Contractor's Guide to the Standards of Practice for CPRA Contractors Performing GPS Surveys and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone (CPRA 2016), and other materials posted at the following link to develop their proposal: https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection.

A. Distribution of Sites

There are 389 CRMS-*Wetlands* sites distributed across the Louisiana coast (Figure 1). The Contractor will be responsible for the maintenance of all 389 sites, as well as data collection of parameters at the number of sites shown in Table 1. Note that of the 389 sites, the US Geological Survey (USGS) is responsible for the monitoring of 10 hydrologic sites, 41 Rod Surface Elevation Table (RSET) sites and 45 vegetation sites, which are therefore not included in this scope of work. The Contractor will be responsible for hydrologic monitoring at 370 sites (eight CRMS sites share a hydrologic recorder), vegetation sampling at 344 sites, RSET/accretion sampling at 300 sites, and soil sampling/analysis at 57 forested sites. At the 370 CRMS sites requiring hydrologic monitoring, the Contractor will be responsible for servicing a total of 403 continuous recorders because there are 35 sites where an additional floating mat recorder is installed.

In addition to CRMS-*Wetlands* monitoring stations, the Contractor will be responsible for data collection at sites that are used to monitor specific restoration projects (Table 2). Project-specific data collection will include continuous hydrologic monitoring of 4 project-specific sites, vegetation sampling of 10 projects and soil sampling of 4 projects. The data collection at these sites will follow the CRMS protocol including the parameters collected and the schedule at which they are collected. The total number of monitoring sites (CRMS, or

project-specific) may vary over time due to changes in monitoring programs, landowner access restrictions, or continuous vandalism to a site. The CPRA may elect to remove or add project-specific data collection tasks during the contract period. Any additional services will be administered through Task Orders utilizing the rates provided by the Contractor on the Required Rate Schedule.

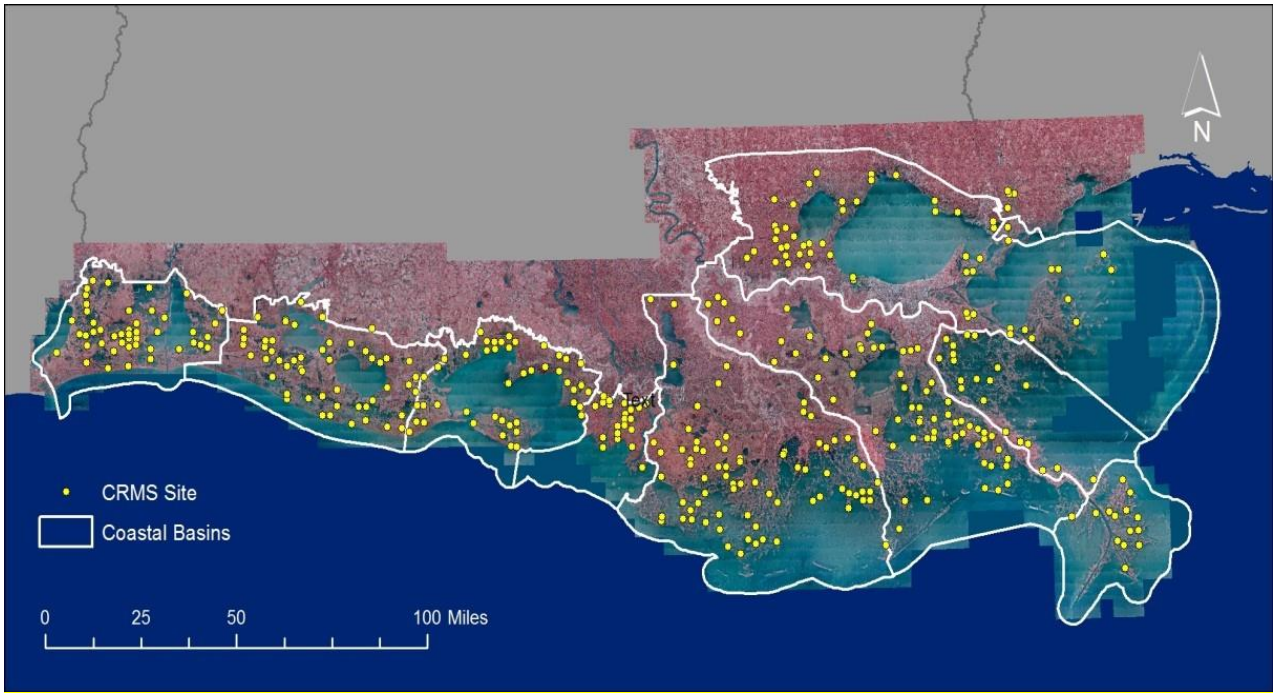


Figure 1. CRMS - *Wetlands* site locations. CRMS monitoring required is listed below in Table 1 and maps of station locations are available at: https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection.

Table 1. – CRMS-*Wetlands* monitoring.

Services Required	Number of CRMS Sites	Sample Frequency
Site Infrastructure Maintenance	389	As needed
Hourly Continuous Hydrologic Recorders	403 (369 surface water, plus 34 marsh mat= 403 total recorders)	6 times per year
Porewater Sampling	369	With each sonde servicing and vegetation survey
Vegetation Sampling	340 (288 marsh, 52 forested)	All marsh sites annually. Forested overstory every 3 years (2024)
RSET and Accretion	300	Annually (1x/year)

Table 2. Project-specific monitoring.

Project-Specific Hydrologic Monitoring		
Project	**# of Hourly Continuous Recorders**	**Year(s) Collected**
BA-0001	3	Whole Contract
BS-0008	1	Whole Contract
PO-0142	1	Whole Contract
PO-0174	1	Spring 2024 - Spring 2027

Project-Specific Vegetation Monitoring		
Project	**Number of Stations**	**Year to be Sampled**
BA-0042	20 herbaceous stations	2025
BA-0048	39 herbaceous stations	2025
BA-0068	28 herbaceous; 8 understory	2025
BA-0164	12 herbaceous stations	2026
BA-0217	30 herbaceous stations	2026
BS-0016	32 herbaceous stations	2026
BS-0032	35 herbaceous stations	2025
BS-0038	31 herbaceous stations	2026
MR-0003	19 herbaceous stations	2024
PO-0142	27 herbaceous, 27 understory, 9 overstory	2024

Project-Specific Soil Sampling and Analysis		
Project	**Number of Stations**	**Year to be Sampled**
BA-0048	15 sediment cores	2025
BA-0068	8 sediment cores	2025
BA-0217	10 sediment cores	2026 and 2027
PO-0142	9 sediment cores (3 sites with 3 cores/site)	2024

B. CRMS-*Wetlands* Site Configuration

Site configuration will vary depending on the habitat site-specific conditions i.e marsh/forested, but should follow the general design described in Figure 2. A more detailed description of site configuration, infrastructure, and equipment can be found in Folse et al. 2023. To ensure data quality and compatibility, it is imperative that CRMS-*Wetlands* sites are consistent in the way they are established and managed. Each 1-km^2 area will be referred to as a CRMS "site". Within each CRMS site, the location of each data collection activity will be referred to as the CRMS "station"; therefore, each CRMS site will have multiple stations.

C. CRMS-*Wetlands* Variables

The variables measured at each site are necessary to address the objectives of CRMS-*Wetlands* and to determine the effectiveness of the coastal restoration program. The frequency of sampling is that which is minimally required to evaluate long-term trends, while maintaining information on seasonal trends. Sampling methodologies for these variables are described in detail in Folse et al. 2023.

The following variables will be monitored at each site:

1. Vegetation Composition and Cover

   Herbaceous vegetation composition and cover will be sampled annually in the marsh and swamp at 2 m x 2 m stations that are randomly distributed along a transect in the 200 m × 200 m sampling area at each site. Marsh sites contain 10 permanent 2 m × 2 m herbaceous stations, while swamp sites contain 9 stations. For forested swamp sites, 3 larger overstory stations (20 m × 20 m) will be utilized for measuring forest vegetation parameters every three years (in 2024 for this RFP). Canopy cover is the only forest parameter that will be measured annually at each overstory station. Annual vegetation surveys will be conducted between June 1 and September 30. Data collection can begin at brackish and salt marsh sites beginning on June 1 and at intermediate and fresh sites can begin on July 1. In years when overstory sampling occurs, that can begin on July 1. Detailed procedures for conducting vegetation surveys are described in Folse et al. 2023.

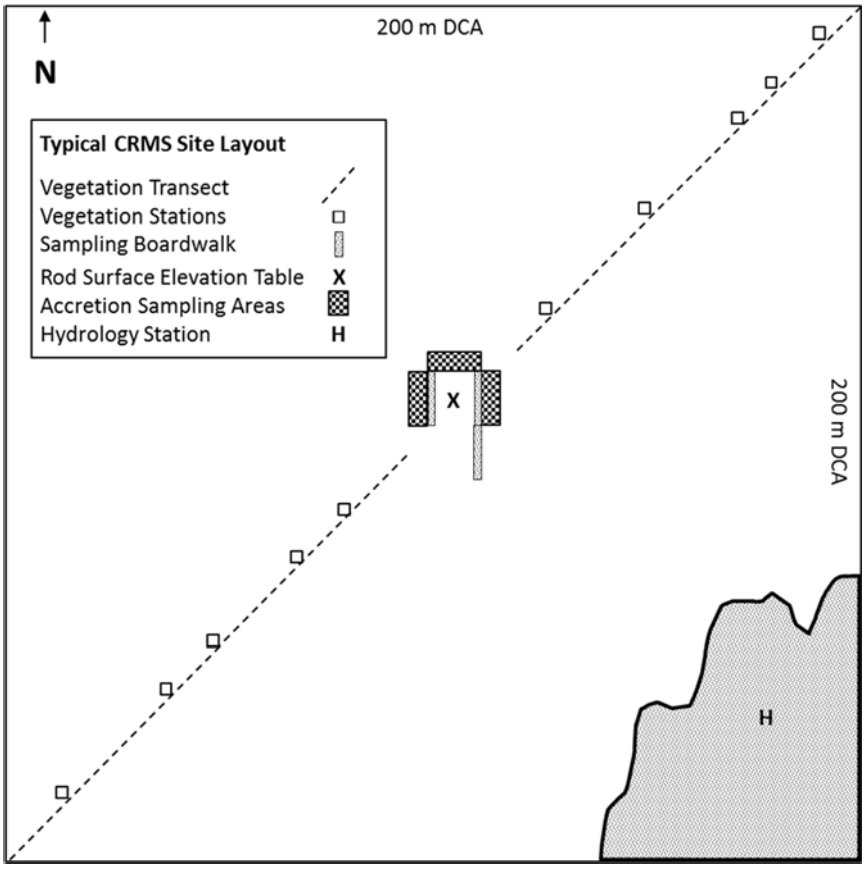


Figure 2 Example of CRMS-*Wetlands* site configuration. Configuration may vary depending on site characteristics.

2. Hydrology

Hydrologic parameters (salinity, specific conductance, water level, and water temperature) will be measured every hour with an electronic recording gauge (continuous recorder) at each CRMS site. All continuous recorders are installed within an adjacent open water area that is hydrologically connected to the marsh containing the CRMS boardwalk infrastructure (Figure 2). At each site, the water level recorded must be relative to the water level inundating the marsh surface; therefore, continuous recorders are not placed in water bodies with levees or spoil banks that could interfere with hydrologic circulation. At sites with insufficient open water, or in swamps with extended dry periods, the continuous recorders are installed in wells to permit the measurement of hydrologic parameters when the water level falls below the marsh surface elevation. A second continuous recorder that measures water level only will be used to measure marsh flooding at floating marsh sites (Folse et al. 2023). The continuous recorder will be serviced no more than 6 times per year with a maximum deployment period of 75 days following the procedures described by Folse et al. 2023. Each continuous recorder except for those used to measure flooding in floating marsh sites is surveyed into the Louisiana Coastal Zone Primary or Secondary Monument Network in NAVD 88 Geoid 12B. The elevation of the continuous recorder and an adjacent staff gage will be calibrated to the RSET rod once in the contract term during the spring RSET data collection using an auto-level (Folse et al. 2023).

Soil porewater will be sampled at 10 cm and 30 cm depth each time the continuous recorder is serviced and will also be sampled at each herbaceous vegetation station during the annual vegetation survey (Folse et al. 2020). Porewater parameters measured include salinity, specific conductivity and temperature.

It will be the responsibility of the Contractor to purchase and maintain continuous recorders and hand-held multimeters for hydrologic sampling. The Contractor must supply the equipment necessary to download data from the recording instrument in the field (e.g., YSI- 650MDS, laptop, or similar).

3. Surface Elevation

At each CRMS-*Wetlands* non-floating site, Rod-Surface Elevation Table (RSET) measurements will be taken one time per year during the January through April time period (Folse et al. 2023). The RSET will also function as an elevation reference point at each site, with the elevation expressed as ft NAVD 88.

4. Accretion

At each CRMS-*Wetlands* site, the rate of accretion of new sediment on top of the marsh surface will be documented by measuring the amount of material accumulated over a layer of feldspar installed at each site. Accretion measurements will be made using a cryogenic corer (Folse et al. 2023) and

will be collected at the same frequency (and on the same day) as the RSET measurements. A layer of feldspar will be deployed at a set of 3 stations for each CRMS site every two years.

5. Soil Properties

Baseline soil cores are collected at each CRMS-*Wetlands* site upon site establishment. In addition to the baseline cores, soils are sampled every 10 years for marsh sites and every six years for swamp sites. In the event that any new sites are established, it will be necessary to collect baseline soil cores. At CRMS sites, three sediment cores will be collected with a 4" diameter PVC core extracting device at locations adjacent to each CRMS-*Wetlands* site (Folse et al. 2020). The Contractor is responsible for collecting and processing the cores, which are sent to an analytical lab for analysis. Variables to be analyzed include percent organic matter, bulk density, water content, and in some cases soil nutrients (e.g., total nitrogen [TN], and/or total phosphorus [TP]) are included.

D. General Timeline

The following is an example of annual data collection/servicing requirements:

Months	**Activity**
January	• Service hydrographic recorder • Service RSET • Measure accretion and establish new feldspar, if required • Auto-level RSET to hydrographic recorder (once during the • contract life)
February-March	• Service hydrographic recorder • Service RSET
April-June	• Service hydrographic recorder
June-September	• Service hydrographic recorder • Collect emergent vegetation data
August- December	• Service hydrographic recorder

E. Site Access

CRMS-*Wetlands* will involve on-the-ground data collection and will require that permission be granted from each landowner for each site visit. The CPRA Land Section has secured landrights agreements for all 389 CRMS sites to be serviced under the Contract and contact information will be provided to the Contractor. A plan must be in place to ensure that landowners are notified prior to all access and that landowner restrictions are honored at all times. It is recommended that the Contractor maintain at least one (1) full-time position to handle landrights responsibilities. Landowner restrictions include type of boat usage, times when access is allowed, access routes, waterfowl/alligator season restrictions, etc. It

should be noted that many landowners do not allow airboat usage at any time during waterfowl season. This means that several sites might not be accessible for up to three (3) months out of the year because no other boat option is available. A list of sites that contains a brief summary of landowner restrictions and current boat type necessary for access to each site is available at: https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection.

It is important to understand that the required boat type will change throughout the year for some sites due to landowner restrictions or because of environmental conditions (water levels, submerged aquatic vegetation, etc). It is also important to note that landowner restrictions can change at any time. It will be the responsibility of the Contractor to read, follow, and understand all landowner requirements as contained in the landrights and site access agreements. All agreements are located and available for review at the following FTP address: https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection.

F. Field Data Collection Methodology

All methodologies for data collection are described in Folse et al. 2023 located at https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection. This document includes station servicing requirements, data management/processing, and quality control procedures that must be followed. The Contractor is encouraged to provide recommendations to modify current procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the CPRA.

G. Data Management and Analysis

All data collected by the Contractor must meet minimum data quality standards as outlined in the CPRA Quality Management Plan for Louisiana Fiscal Year 2020 (Villarrubia et al. 2019). The Contractor must follow and be able to document their adherence to the quality assurance/quality control (QA/QC) procedures as outlined in Folse et al. 2023.

The CPRA houses and manages its data in a relational database system called the Coastal Information Management System (CIMS). The final destination of all data collected through this contract will be in the CIMS database. Data can be transferred to CIMS from any computer connected to the internet via a remote load interface. It will be the responsibility of the Contractor to ensure that data collected through this contract meet the minimum quality standards described in Folse et al. 2023 prior to final submission to the CPRA and that the data are provided in a format that will be readily received by CIMS. These data formats are provided in Folse et al. 2023.

All data must be provided to the CPRA on a monthly basis after quality control procedures are performed on the data. Required data completeness—the ratio of the amount of valid data obtained to the amount expected—is 85%, as defined in the CPRA Quality Management Plan for Louisiana Fiscal Year 2020 (Villarrubia et al. 2019). Consideration will be given for landrights restrictions and factors outside the control of the Contractor. The Contractor should understand that data analysis and management, which includes QA/QC, data loading/transfer to CIMS, and general

documentation of field conditions can account for up to 40-50% of the CRMS-*Wetlands* implementation workload. The contractor is responsible for providing a web-based platform application for storing and transferring data files and cloud backup documentation to CPRA, as outlined in Folse et al. 2023.

As with field data collection methodologies, the Contractor is encouraged to provide recommendations to modify current data management and analysis procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the CPRA.

H. Reporting

Reports will be required of the Contractor on a routine basis. A weekly e-mail report submitted to the CPRA describing the daily schedule of stations serviced and any maintenance issues encountered on service runs will be required. A monthly status report must be submitted with a monthly invoice indicating the stations serviced, raw data transferred to the CPRA, and QA/QC'd data transferred to the CPRA. These monthly reports should also identify problems encountered and how they were addressed. Information contained in these reports will be verified by the CPRA Contract Manager prior to approval for payment.

I. Task Order Requirements

1. Estimated Cost- The Contractor will provide an estimated cost using the established rates in the Required Rate Schedule for each task based on a scope of services provided by the CPRA Contract Manager. The estimate should include a breakdown of time, personnel, and/or equipment necessary to complete the task.

2. Estimated Time Schedules- For each assigned task the Contractor shall submit an estimated time schedule, including project initiation and completion estimates, to the CPRA Contract Manager for review and coordination with other project implementation elements.

3. Task Associated Deliverables- The Contractor shall provide to the CPRA Contract Manager the specific deliverables related to each task.

4. Plans for training personnel – The Contractor shall provide plans and any additional costs for training personnel.

The deliverables listed in this section are the minimum desired from the Contractor. Every Contractor should describe what deliverables will be provided per their task order proposal and how the proposed deliverables will be provided.

The Contractor may periodically make written requests for adjustments to personnel labor category assignments due to staff achieving additional qualifications and/or experience as defined in RFP Section 1.8.2 Desirable Qualifications. Such requests shall include sufficient documentation and justification to support the request. Evaluation and approval, if rendered, will be provided by the CPRA Contract or Task Manager based on task order needs and budgetary considerations. Effective date shall be negotiated and approved by CPRA, and approval will be provided in

writing.

2.5 References

All references below and project-specific station location maps are located at: https://cims.coastal.louisiana.gov/docs/RFP/2024_CPRA_Field_Data_Collection

Todd M. Folse, Thomas E. McGinnis, Leigh A. Sharp, Jonathan L. West, Melissa K. Hymel, John P. Troutman, Dona Weifenbach, William M. Boshart, Laurie B. Rodrigue, Danielle C. Richardi, W. Bernard Wood, C. Mike Miller, Elizabeth M. Robinson, Angelina M. Freeman, Camille L. Stagg, Brady R. Couvillion, and Holly J. Beck. 2023. A Standard Operating Procedures Manual for the Coastwide Reference Monitoring System-*Wetlands* and the System-Wide Assessment and Monitoring Program: Methods for Site Establishment, Data Collection, and Quality Assurance/Quality Control. Louisiana Coastal Protection and Restoration Authority. Baton Rouge, LA. 264 pp.

Villarrubia, C, J. Johnson, J., N. Dedon, and L. A. Sharp. 2019. Coastal Protection and Restoration Authority Quality Management Plan, Fiscal Year 2020, Coastal Protection and Restoration Authority. Baton Rouge, LA. 57 pp.

Coastal Protection and Restoration Authority of Louisiana (CPRA). 2016. A Contractor's Guide to the Standards of Practice for CPRA Contractors Performing GPS Surveys and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone. 42 pp.

Steyer, G.D., C. E. Sasser, J. M. Visser, E. M. Swensen, J. A. Nyman, and R.C. Raynie. 2003. A proposed coast-wide reference monitoring system for evaluating wetland restoration trajectories in Louisiana. Environmental Monitoring and Assessment 81:107−117.

PART 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.

The Proposal Review Committee will evaluate and score the Proposals using the criteria and scoring as follows:

EVALUATION CRITERIA	MAXIMUM SCORE
TECHNICAL:	
1. Company Background and Experience	**15**
2. Approach and Methodology	**28**
3. Proposed Staff Qualifications	**20**
4. Hudson/Veteran Small Entrepreneurship Program • Up to 10 points available for Hudson-certified proposers; • Up to 12 points available for Veteran-certified proposers; • If no Veteran-certified proposers, those two points are not awarded.	**12**
5. Cost	**25**
Total Maximum Score	**100**

The proposal will be evaluated using the material and substantiating evidence presented in the proposal, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of 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 evaluation on Cost or Hudson/Veteran Program.**

Proposals meeting the minimum score for the technical categories will be combined with the Cost and Hudson/Veteran Program to determine the overall score.

The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposal with the lowest Grand Total Cost provided in **Attachment II, Required Rate Schedule**, will receive the maximum possible points. All other proposals will be rated using the following formula:

25 x Price of lowest Grand Total Cost proposal / Price of proposal being evaluated =

Total Proposal Cost Score

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. **It is highly desirable for the Proposer to include the certificate in the Proposal to expedite the verification process.**

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.

iv. The anticipated dollar value of the subcontract for the three (3) year contract term.

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).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

As required by Part 2, Scope of Services.

4.2 Performance Measurement/Evaluation/Monitoring Plan

The performance of the Contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Scope of Services.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of the Contract.

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 I: 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. Phone 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 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT II: REQUIRED RATE SCHEDULE

TABLE I: PERSONNEL CLASSIFICATION	**UNIT BASE**	**HOURLY RATES ($/HOUR)**	**Extended Total**
Program Manager	2,525	$ /hr.	$
Project Manager	5,550	$ /hr.	$
Project Controls Manager	5,320	$ /hr.	$
Principal Environmental Scientist	4,110	$ /hr.	$
Technical Consultant	620	$ /hr.	$
Senior Environmental Scientist	25,250	$ /hr.	$
Environmental Scientist 3	56.300	$ /hr.	$
Environmental Scientist 2	45,350	$ /hr.	$
Environmental Scientist 1	63,900	$ /hr.	$
Field Technician	48,250	$ /hr.	$
Administrative/Clerical	750	$ /hr.	$
			Total $

TABLE II: EQUIPMENT CLASSIFICATION	**UNIT BASE**	**DAILY RATES ($/DAY)**	**Extended Total**
Accretion Tank	680	$ /day	$
Auto Level	775	$ /day	$
Rod Driver	20	$ /day	$
Airboat	2,500	$ /day	$
Workboat	450	$ /day	$
Flatboat/Shallow-Water-Surface Drive	890	$ /day	$
ATV	50	$ /day	$
Vehicle	5,500	$ /day	$
Standard Field Data Collection Equipment	3,870	$ /day	$
Continuous Recorders – Water Elevation, Salinity and Temperature	410,000	$ /day	$
Continuous Recorders – Water Level and Temperature (Floating)	36,362	$ /day	$
			Total $

Grand Total Cost of Proposal (Sum of Extended Total amounts for Table I and Table II)	**Total $**

Unit Base

The Unit Base is an **estimate** of the hours by personnel classification and daily quantities of equipment anticipated to be used over the term of the Contract. These unit base quantity estimates were derived by evaluating labor category and equipment usage from previously completed CRMS contracts. The Proposer acknowledges the unit base quantities provided above are estimated quantities to be used by CPRA to compare and score the cost component of the RFP evaluation. The unit base quantities presented above may be increased or decreased as may be necessary to complete the work described in Part 2 of the RFP.

Hourly and Daily Rates

The Proposer shall provide one hourly rate (numerical value) for each of the personnel classifications and one daily rate (numerical value) for each of the equipment classifications listed in the tables above.

Proposals that do not contain a rate for each personnel and equipment classification on the Required Rate Schedule, Attachment II, shall be declared non-responsive and disqualified. Proposers shall not add any additional personnel and equipment classifications.

Extended Total

The Extended Total is the product of the Unit Base quantity multiplied by the Hourly or Daily Rate. The Grand Total Cost will be used for cost evaluation purposes only.

In the event of a mathematical calculation discrepancy between the Extended Totals and the Grand Total, the hourly and daily rates submitted by the Proposer will govern. CPRA will adjust the Extended Totals and the Grand Total to reflect the accurate total of the proposal. CPRA will notify the Proposer if this occurs.

Personnel Classification Descriptions:

Program Manager – Duties include, but are not limited to, responsible for overall quality management of the entire effort performed under this contract; resolve potential concerns communicated by the CPRA. Shall be responsible for the day-to-day program management, operations and data collection tasks that are associated with a complex monitoring program.

Project Manager – Duties include, but are not limited to, responsible for the overall direction, coordination, implementation, execution, control and completion of specific projects within the authorized scope, schedule and budget.

Project Controls Manager - Duties include, but are not limited to, providing financial and scheduling control for CRMS.

Principal Environmental Scientist– Duties include, but are not limited to, act as technical lead in scientific data collection, processing, quality assurance and training of field employees. Shall act as technical lead in scientific data collection, processing, quality assurance and training of field employees. Should be able to communicate effectively with the CPRA and collaborating agencies

and demonstrate a proficiency in both evaluating restoration and protection projects and writing scientific reports.

Technical Consultant - Duties include, but are not limited to, provide technical training for field staff and expert plant identification, soils analysis and characterization of soils, and biostatistics.

Senior Environmental Scientist - Duties include, but are not limited to, act as the lead supervisor in daily field operations of data collection, supervise personnel and procure and maintain equipment, oversee health and safety compliance and update budgets and schedules at regional offices.

Environmental Scientist 3 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office, act as landrights coordinator.

Environmental Scientist 2 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Environmental Scientist 1 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Field Technician- Duties include, but are not limited to, operate and maintain boats, collect scientific data in the field, and process field data in the office.

Administrative/Clerical- Duties include, but are not limited to, provide administrative and clerical support to ensure the efficient execution of the entire effort performed under this contract.

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this (Day #) day of (Month), (Year) the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. **SCOPE OF SERVICES**

   Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. **GOAL**

   The goal of this procurement is to provide CPRA and its affiliated federal partners with an experienced contractor having professional environmental service expertise and the depth of resources to fulfill requirements in accordance with the Coastwide Reference Monitoring System (CRMS) program.

3. **OBJECTIVES**

   To conduct a coastwide comprehensive data collection effort necessary to enhance the analysis, evaluation and effectiveness of Louisiana's coastal restoration projects at the project, region and coastwide levels.

4. **PERFORMANCE MEASURES**

   The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Scope of Services.

   The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract.

5. **TERM OF CONTRACT**

   This Contract shall begin on <begin date> and shall terminate on <end date>.

6. **CONTRACT MONITOR**

   <Name> of CPRA, or their designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and will serve as the liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Appendix A.

7. COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of **AMOUNT**.

8. NOTICE TO PROCEED

Work will be tasked under an executed Contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a "not to exceed" amount for compensation.

9. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in **Appendices A (RFP)** and **B (Proposal)** as products of the services rendered under this contract.

10. PAYMENT TERMS

Payment terms shall be negotiated with the successful Proposer.

Payments will be made only on the approval of **NAME**, or their designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the rate sheet contained in Appendix A. The rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice copies, cameras, personal protective equipment, and materials, as well as be inclusive of mileage and per diem (meals and incidentals).

When lodging expenses are NOT incurred, all travel related expenses, and per diem, shall be included in the hourly labor rates established for each labor category.

When pre-approved by the CPRA Contract Manager, lodging will be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: https://www.doa.la.gov/doa/ost/.

Expenses, including but not limited to, third party charges, equipment rentals and material purchases, etc., will be negotiated for each task, as appropriate, to complete the assigned work. Such expenses will be reimbursed at cost, and only with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or their designee prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule Appendix A.

A monitoring report shall be submitted by the Contractor with each invoice for payment on the Form CPRA-MR (Appendix C).

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

11. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his Proposal.

12. 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.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. 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.

B. 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.

C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. 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.

E. 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. 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.

14. INSURANCE

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: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Workers Compensation Insurance:

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.

Commercial General Liability Insurance:

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any Subcontractor during the performance of

work covered by the contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: 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.

Errors and Omissions: Contractor shall be responsible to maintain Errors and Omissions coverage with limits of no less than $1,000,000.00. This Errors and Omissions coverage must be maintained throughout the entirety of the term of this Contract.

Licensed and Non-Licensed Motor Vehicles:
The Contractor shall maintain during the life of the Contract, Business 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. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her Subcontractors.

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

15. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

16. 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 Contractor's obligation and identified under Federal Tax Identification Number **XXXX** and the Louisiana Department of Revenue Account Number **XXXX**.

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. 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 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 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.

17. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

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

CPRA encourages the use of data collected under its Contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.
D. In order to make all CPRA Contract deliverables consistent, the "Recommended Citation" on any final Contract deliverables, documents, or reports shall use the contracted company name and not individuals as the author. If the respective company prefers, they can add a section entitled "Contributing Authors" or "Acknowledgements" to more explicitly list or give credit to the individual authors who have worked on the project/study.

For work performed under the RESTORE Act, the Federal Government, including the RESTORE Council, may also retain certain rights in the work as provided in Section E.07 of the RESTORE Council's Financial Assistance Standard Terms and Conditions or in Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable.

Failure to follow these guidelines may result in stoppage of work or of any future Task Orders.

19. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

Any audit shall be performed in accordance with R.S. 24:513 *et seq*. and/or any applicable provisions of 2 C.F.R. part 200, Subpart F "Audit Requirements", and 31 C.F.R. Part 34 as applicable, including without limitation 31 C.F.R. § 34.805. Contractor further agrees for Tasks funded under the RESTORE Act or the Gulf of Mexico Energy Security Act of 2006 (GOMESA), Public Law 109-432, to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General the U.S. Treasury OIG, DOI OIG, the GAO and the RESTORE Council, as applicable, any documents, papers or other records, including electronic records of Contractor that are pertinent to the Tasks funded under the RESTORE Act or GOMESA as applicable, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and

discussion related to such documents. This right of access shall continue as long as records are required to be retained.

20. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contactor from assigning 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 CPRA.

21. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

22. NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

23. 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.

Contractor and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, any RESTORE Act funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

24. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

For Tasks funded under the RESTORE Act, Contractor shall comply with, and require any

consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the RESTORE Act funds to comply with the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the RESTORE Act funds from the RESTORE Act's Trust Fund, including without limitation (i) the requirements of any applicable RESTORE grant award, including any Special Award Conditions, (ii) the RESTORE Council's Financial Assistance Standard Terms and Conditions or Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable, (iii) 2 C.F.R. part 200 Subpart E – Cost Principals, (iv) 2 C.F.R. § 200.331 and 2 C.F.R. § 200.333, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as **Appendix E**, (v) all applicable provisions of 31 C.F.R. Part 34, and (vi) any CPRA Internal Agency Policies applicable to Contractor and/or to consultants, contractors and subcontractors, and the provisions provided therein. Contractor and its consultants/contractors/ subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of RESTORE Act funds or for legal compliance.

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract. Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

25. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

26. NON-DISCRIMINATION CLAUSE

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

agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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

27. 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 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.

28. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprises ("DBEs") have the maximum opportunity to participate in the performance of this Contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract. (**Appendix D**)

The following good faith efforts for utilizing DBEs are required:

A. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
B. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
C. Where feasible, establish delivery schedules which will encourage DBE participation.
D. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
E. Encourage contracting with a consortium of DBEs when a Contract is too large for one of these firms to handle individually.
F. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form attached hereto as Attachment D, and submitted within fifteen (15) days

following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full terms of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the Contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

29. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages Contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" 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) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Contractors are encouraged to become certified. Eligible Contractors are also required to make it clear in their proposal that they are certified by attaching a certification document.
Qualification requirements and online certification are available at:
https://smallbiz.louisianaeconomicdevelopment.com/Account/Register

30. SUBCONTRACTORS

The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

For any Subcontractors needed in addition to the ones proposed and subsequently negotiated upon execution of this contract, the Contractor agrees to obtain approval prior to subcontracting the services specified in **Appendix A**. The Contractor shall submit requests for approval to CPRA, accompanied by resumes of key personnel of the requested Subcontractor, to the CPRA Contract Monitor. Approval must be obtained through written amendment to this contract and approved by CPRA and the Division of Administration, Office of State Procurement.

31. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension. Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its Contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any subcontractor(s) is/are ineligible to enter into Contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

32. TERMINATION FOR CAUSE

The CPRA 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 CPRA 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 such 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 CPRA 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 CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the CPRA for damages sustained by the CPRA by virtue of any breach of the Contract by the Contractor, and the CPRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CPRA from the Contractor is determined.

33. TERMINATION FOR CONVENIENCE

The CPRA 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.

34. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of

public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or Fax to: 1-844-40-FRAUD (1-844-403-7283)
Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to work funded under this Contract with RESTORE Act funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG.

RESTORE Council
Via Email to: grantsoffice@restorethegulf.gov; or
Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council
500 Poydras Street, Suite 1117
New Orleans, LA 70130

U.S. Department of Treasury Office of Gulf Coast Restoration
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-2136
Email: Laurie.McGilvray@treasury.gov

U.S. Department of Treasury Office of Gulf Coast Restoration and the U.S. Treasury OIG Phone: 1-800-359-3898 (toll free)
Email: Hotline@oig.treas.gov
Online: Hotline Complaint Form: https://www.treasury.gov/about/organizational-structure/ig/Pages/OigOnlineHotlineForm.aspx

Additionally, any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or
Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council
500 Poydras Street, Suite 1117
New Orleans, LA 70130

35. 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.

For Tasks funded under the RESTORE Act, Contractor also acknowledges that any RESTORE Act funds not used in accordance with the terms and conditions of this Contract,

local, state and federal law or conditions of a Federal award for the RESTORE Act funds, shall be reimbursed to the CPRA. CPRA shall also be entitled to any other remedies for noncompliance as provided in Section M of the RESTORE Council's Financial Assistance Standard Terms and Conditions.

If Contractor or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award under the RESTORE Act, in addition to Termination for Cause or Termination for Convenience, the CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the RESTORE Act funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) take other remedies that may be legally available. The Contractor shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in this Contract.

36. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

37. 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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

38. ANTI-LOBBYING

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

39. SEVERABILITY

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

40. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be amended to make such insertion or correction.

41. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

42. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Director of the Office of State Procurement**.**

43. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

44. 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.

45. 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2023.

WITNESSES SIGNATURES: Coastal Protection and Restoration Authority:

_____ By: _____
Signature Executive Director

_____

(Print Name)

WITNESSES SIGNATURES: Contractor:

_____ By: _____
Signature

_____
(Print Name)

APPENDIX C
Coastal Protection and Restoration Authority
MONITORING REPORT

Date: _____

Contractor: _____ CPRA Contract No. _____

Project Title: "_____"

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: $_____ Balance:$_____

Total invoiced to date: $_____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
B. Hourly (include services performed and number of hours worked).
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
D. Actual Costs Incurred
E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contractor _____ _____ Date _____
(Printed Name)

Approval _____ _____ Date _____
CPRA Task Manager (Optional) (Printed Name)

Approval _____ _____ Date _____
CPRA Contract Monitor (Printed Name)

APPENDIX D

DBE PROCUREMENTS MADE DURING QUARTER

PERIOD ENDING (March, June, September, or December) **Month:_____Year: _____**

REPORTS DUE: Fifteen (15) days following the end of each calendar quarter for the duration of the Agreement.

Procurement Made By		Business Enterprise		$ Value of Procurement	Date of Procurement MM/DD/YY	Type of Product or Services[^] (Enter Code)	Name/Address/Phone Number of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

[1]Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

APPENDIX E

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-
1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246
Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,
"Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter

into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 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 must 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 non-Federal award.

(J)See §200.323.

(K) See §200.216.

(L) See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

ATTACHMENT IV: 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 vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Vendors 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 one of the following two options. 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 by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov .

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

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

State of Louisiana

JEFF LANDRY
GOVERNOR

November 19, 2025

The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294
Baton Rouge, LA 70804

Dear Senator Womack:

The Coastal Protection and Restoration Authority (CPRA) issued a Request For Proposal (RFP) on September 23, 2022 for the Implementation and Support Services for Records Management and Document Imaging System (RIMS). A contract was awarded to Access Sciences Corporation, with an initial term of two and one half (2 1/2) years, June 1, 2023 through November 30, 2025, and subsequently amended to extend the contract to a full three year term ending on May 31, 2026. The contract provides an option for CPRA to extend the term for up to two (2) additional years in accordance with La. R.S. 39:1615(1), with prior approval from the Joint Legislative Committee on the Budget (JLCB). Therefore, I am requesting that CPRA be placed on the JLCB's December 2025 meeting agenda in order to seek approval for the contract extension. Attached for reference and your review are the RFP, contract with Access Sciences Corporation, approved Amendment 1, and the proposed draft Amendment 2.

Since the inception as an agency, CPRA has accumulated an abundance of paper documents related to coastal restoration projects, flood protection, the Deepwater Horizon Oil Spill, etc., which are important to the development of future and ongoing coastal projects. The RIM System is an electronic records management and document imaging system that allows CPRA to convert the paper files to electronic records which frees up storage space both in-house and at State Archives, while also giving CPRA the means to efficiently access records at any time.

The Contractor has successfully designed and implemented the RIMS for CPRA, and is now providing assistance with active and inactive records management, policy development, training, technology support, and scanning/imaging support for current and future documents.

Access Sciences Corporation is working well with CPRA and is more than satisfactorily performing the services requested. Retaining the current Contractor would save the state time and money regarding a re-solicitation process. Therefore, it is in the best interest of the CPRA to extend the contract for the additional two (2) years. This additional time will provide continuity and uninterrupted progress with scanning and cataloguing CPRA's records.

We respectfully request your favorable consideration and approval of this request, and we will provide any additional information you may require in your review and analysis. Please contact me at (225) 342-4551 or Candace.Oby2@la.gov.

Sincerely,

Candace Oby
Chief Financial Officer

Attachments

c: Michael Hare, Executive Director, CPRA
Sandy Trahan, Coastal Resources Program Manager, CPRA

Contract # 4400027430

Amendment # 1

Amendment to Agreement between State of Louisiana
Coastal Protection and Restoration Authority
AND
Access Sciences Corporation
1900 West Loop South
Suite 300
Houston, TX 77027
Tel. No. 713-664-4357
Vendor # 74-2429280

Amendment Provisions

CHANGE FROM:

TERM OF CONTRACT

This Contract shall begin on June 1, 2023, and shall terminate on November 30, 2025.

CHANGE TO:

TERM OF CONTRACT

This Contract shall begin on June 1, 2023, and shall terminate on May 31, 2026.

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, the 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. 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.

CHANGE FROM:

CONTRACT MONITOR

Janice Lansing of CPRA, or her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and serve as the liaison between Contractor and CPRA.

CHANGE TO:

CONTRACT MONITOR

Sandy Trahan of CPRA, or her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and serve as the liaison between Contractor and CPRA.

CHANGE FROM:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed $2,946,721.00. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

CHANGE TO:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed $3,646,721.00. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

CHANGE FROM:

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.

CHANGE TO:

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.

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.

THE FOLLOWING ARTICLE IS ADDED TO THE CONTRACT IN ITS ENTIRITY:

48. 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.

Amendment becomes effective: July 14, 2025

Justification:

A budget increase and time extension are needed for the continued implementation and scanning operations of the Records Management and Document Imaging System.

No amendment shall be valid until it has been executed by all parties and approved by the Division of Administration, Office of State Procurement.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
Kathryn Jurdan	
Access Sciences Corporation	Michael Hare
Title: Vice President, Professional Services	Title: Executive Director, CPRA
8/1/2025	7/24/25
Date	Date

Contract # 4400027430

Amendment # 2

Amendment to Agreement between State of Louisiana
Coastal Protection and Restoration Authority
AND
Access Sciences Corporation
1900 West Loop South
Suite 300
Houston, TX 77027
Tel. No. 713-664-4357
Vendor # 74-2429280

Amendment Provisions

CHANGE FROM:

TERM OF CONTRACT

This Contract shall begin on June 1, 2023, and shall terminate on May 31, 2026.

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, the 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. 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.

CHANGE TO:

TERM OF CONTRACT

This Contract shall begin on June 1, 2023, and shall terminate on May 31, 2028.

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, the 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. 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.

CHANGE FROM:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed $3,646,721.00. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

CHANGE TO:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed $5,646,721.00. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

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Amendment becomes effective: November 1, 2025

Justification:

A budget increase and time extension are needed for the continued implementation and scanning operations of the Records Management and Document Imaging System.

No amendment shall be valid until it has been executed by all parties and approved by the Division of Administration, Office of State Procurement.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
_____	_____
Access Sciences Corporation	Michael Hare
Title:_____	Title: Executive Director, CPRA
_____	_____
Date	Date

STATE OF LOUISIANA

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT is made and entered into by and between the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and **Access Sciences Corporation,** located at 1900 West Loop South, Ste. 300, Houston, TX 77027 (hereinafter referred to as "Contractor"), do hereby enter into a Contract under the following terms and conditions:

1. SCOPE OF SOFTWARE AND SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. GOAL

The goal of this contract is to provide the CPRA with a fully integrated records management and document imaging system (RIM) solution for addressing current and future records and documents, and to provide the necessary project management, installation, implementation and training services and operational services for scanning/imaging support for the new RIM system while complying with federal and State law and applicable standards regarding records management and retention.

3. OBJECTIVES

The objectives to be achieved through this contract include: (1) providing for the centralized organization, indexing, storage and back-up of CPRA records, documents and other data; (2) support the Agency's transition to a paperless environment; (3) ensure fast and easy document search and retrieval; (4) enhance document security; (5) provide document version control; (6) support electronic routing and approval of certain documents across the Agency; (7) eliminate the paper documents currently stored across the Agency so the 1st floor file room and other areas can be repurposed for additional offices and/or cubicles; (8) comply with federal, state and agency records retention requirements; and (9) integrate the RIM system with other major agency systems (e.g., LaGov Financial System and Coastal Information Management System) as necessary.

4. PERFORMANCE MEASURES

The performance of the 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 Scope of Work.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this Contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this Contract.

5. TERM OF CONTRACT

This Contract shall begin on June 1, 2023, and shall terminate on November 30, 2025.

6. CONTRACT MONITOR

Janice Lansing of CPRA, or her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, and serve as the liaison between Contractor and CPRA.

7. DELIVERABLES

The Contract will be considered complete when Contractor has delivered, and State has accepted all deliverables specified in the Scope of Software and Services. The Contractor shall provide to the State the items specified in Appendices A (RFP) and B (Proposal) as products of the services rendered under this contract.

8. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor an amount not to exceed $2,946,721.00. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

9. NOTICE TO PROCEED

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a "not to exceed" amount for compensation.

10. PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or her designee.

During the execution of tasks contained in the Scope of Work CPRA will negotiate with the Contractor, utilizing the Required Rate Schedule on Worksheet 4, attached in Appendix B (Proposal). The Contractor may submit monthly invoices for actual costs incurred. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

On-Site and Off-Site Rates are inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, computers and office supplies as well as be inclusive of all travel related expenses, such as lodging, miscellaneous travel and per diem.

Additional expenses such as hardware, software, and additional equipment needed, and listed in Worksheet 2, CPRA reserves the right to purchase these items independent of this contract if it is deemed to be cost-effective to do so.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work hours using the Required Rate Schedule in Appendix B, Worksheet 4, for the actual work performed on the Task Order.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

11. 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.

12. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in their proposal and response letter to CPRA on April 19, 2023.

13. 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.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. 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.

B. 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.

C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. 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.

E. 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. 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.

15. INSURANCE

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: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the 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 the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the 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: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than $1,000,000.

Professional Liability (Errors & 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 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.

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

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business 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 non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors.

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

16. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

17. 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 Contractor's obligation and identified under Federal Tax Identification Number 74-2429280 and the Louisiana Department of Revenue Account Number 4732808-001.

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. 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 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 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.

18. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

19. OWNERSHIP

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

Failure to follow these guidelines may result in stoppage of work or of any future Task Orders.

20. AUDITS AND AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

21. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contactor from assigning 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 CPRA.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

23. NO THIRD-PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

24. SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

25. 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.

26. CODE OF ETHICS AND PROHIBITED ACTIVITY

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.

27. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

28. CONFIDENTIALITY OF DATA

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

29. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R. appendix.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

30. NON-DISCRIMINATION CLAUSE

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

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

31. 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 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.

32. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages Contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" 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) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Contractors are encouraged to become certified.

33. SUBCONTRACTORS

The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

For any subcontractors needed in addition to the ones proposed and subsequently negotiated upon execution of this contract, the Contractor agrees to obtain approval prior to subcontracting the services specified in **Appendix A**. The Contractor shall submit requests for approval to CPRA, accompanied by resumes of key personnel and a negotiated rate schedule of the requested subcontractor, to the CPRA Contract Monitor. Approval must be obtained through written

amendment to this contract and approved by CPRA and the Division of Administration, Office of State Procurement.

34. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its Contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any subcontractor(s) is/are ineligible to enter into Contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

35. TERMINATION FOR CAUSE

The CPRA 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 CPRA 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 such 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 CPRA 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 CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the CPRA for damages sustained by the CPRA by virtue of any breach of the Contract by the Contractor, and the CPRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CPRA from the Contractor is determined.

36. TERMINATION FOR CONVENIENCE

The CPRA 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.

37. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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.

38. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or
Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Additionally, any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

39. 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.

40. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

41 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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

42. ANTI-LOBBYING

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

43. SEVERABILITY

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

44. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be amended to make such insertion or correction.

45. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

46. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Director of the Office of State Procurement.

47. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the proposal.

THUS, DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES:

Gloria Tigner
Signature

Gloria Tigner
(Print Name)

Coastal Protection and Restoration Authority

By: _____
Lawrence B. Haase
Executive Director

6/8/23
Date

WITNESSES SIGNATURES:

Star Stefka-Borg
Signature

Star Stefka-Borg
(Print Name)

Access Sciences Corporation:

By: Sondra H. Ludwick

Sondra H. Ludwick
(Print Name)

Vice President
(Print Title)

6/15/2023
Date

LAGOV CONTRACT NO. _____
APPENDIX C

MONITORING REPORT

Date: _____

Contractor: _____ CPRA Contract No. _____

Project Title: "_____"

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: $_____ Balance:$_____

Total invoiced to date: $_____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
B. Hourly (include services performed and number of hours worked).
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
D. Actual Costs Incurred
E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contractor _____ _____ Date _____
(Printed Name)

Approval _____ _____ Date _____
CPRA Task Manager (Optional) (Printed Name)

Approval _____ _____ Date _____
CPRA Contract Monitor (Printed Name)

REQUEST FOR PROPOSALS

for

IMPLEMENTATION AND SUPPORT SERVICES FOR RECORDS MANAGEMENT AND DOCUMENT IMAGING (RIM) SYSTEM

RFP #: 3000019948

Proposal Due Date/Time: Friday, November 18, 2022 @ 3:00 PM CT

STATE OF LOUISIANA

COASTAL PROTECTION AND RESTORATION AUTHORITY

September 23, 2022

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REQUEST FOR PROPOSAL

FOR

ELECTRONIC RECORDS MANAGEMENT AND DOCUMENT IMAGING SYSTEM

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA or the Agency) for the purpose of entering into a contract with a highly-qualified Contractor to establish a records management and document imaging system (RIM) which utilizes the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA). The Contractor will provide assistance with active and inactive records management, policy development, training, technology support, and scanning/imaging support for current and future records and documents. The Agency invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Background

After Hurricanes Katrina and Rita in 2005, the Louisiana Legislature created the CPRA Board as the single state entity with authority to articulate a clear statement of priorities and to focus development and implementation efforts to achieve comprehensive coastal protection for Louisiana. In July 2008, an implementation office, originally known as the Office of Coastal Protection and Restoration and now referred to as the Coastal Protection Restoration Authority (CPRA), was established.

Since 2008, CPRA has been tasked with a multi-billion dollar workload, including hurricane protection and restoration projects across the coast. Additionally, CPRA serves as Lead Trustee and Administrative Trustee for the Natural Resource Damage Assessment that is a result of the 2010 Deepwater Horizon event.

In anticipation of project funding from the Deepwater Horizon Natural Resource Damage Assessment; Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act (RESTORE Act); Gulf of Mexico Energy Securities Act (GOMESA) or other sources, the Agency converted to the State's LaGov Enterprise Resource Planning (ERP) system in 2014 to address its financial management and project management business needs. The LaGov system utilizes the SAP ERP application suite. The process to convert to the LaGov system began July 1, 2013, and CPRA went live on July 1, 2014. The Financial Management, Human Capital Management, Supplier Relationship Management, and Project System modules have been implemented.

In support of the efforts made by the Agency to-date to enhance and integrate its administrative and project management systems, the work efforts that will result from this RFP are considered major steps in moving the Agency to a near-paperless environment and will free up office space that needs to be repurposed to address other agency needs.

The CPRA currently maintains considerable hard-copy records and documents in a central file room as well as in other smaller file areas reserved for specific organizational units (e.g., financial management, legal, and human resources). In addition, the Agency inherited hard-copy and electronic copies of documents from the Department of Natural Resources and the Department of Transportation and Development when it was created.

Attachment V includes an inventory of the various types of records and documents maintained by the various divisions and sections within the Agency, a brief description, retention period requirement, security status, and vital record ID as required by the Secretary of State's Archives Office.

1.3 Goals and Objectives

The goal of this RFP is to provide the CPRA with a records management and document imaging (RIM) system which utilizes the State's Enterprise Architecture (EA) and the software provided by the Division of Administration's Office of Technology Services (OTS) for addressing current and future record and document management needs, and to provide the necessary project management, installation, implementation and training services and operational services for scanning/imaging support while complying with federal and state law and applicable standards regarding records management and retention. CPRA intends to utilize the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA).The objectives to be achieved through the contract resulting from this RFP in order to attain this goal include:

- Provide for centralized organization, indexing, storage and back-up of documents and other data;
- Support the Agency's transition to a paperless environment;
- Ensure fast and easy document search and retrieval;
- Enhance document security;
- Provide document version control and content management to prevent users from working on outdated versions of documents;
- Support electronic routing and approval of certain documents across the Agency;
- Eliminate the paper documents currently stored across the Agency so these storage areas (including the 1st floor file room) can be repurposed for additional offices and/or cubicles;
- Comply with federal, state and agency records retention requirements; and
- Integrate the RIM system with other major agency systems (e.g., LaGov Financial System and Coastal Information Management System).

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or around January 1, 2023, and shall terminate on June 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, the 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. 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

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation. May often refer specifically to Coastal Protection and Restoration Authority within this RFP.
API	Application Programming Interface
CIMS	Coastal Information Management System
Contractor	Any person having a contract with a governmental body; the selected Proposer.
CPRA	Coastal Protection and Restoration Authority
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.
DNR	Department of Natural Resources
DOA	Division of Administration
EA	Enterprise Architecture
EDMS	Electronic Document Management System
FY	Fiscal Year. The State of Louisiana's fiscal year is defined as July 1 – June 30.
JLCB	Joint Legislative Committee on the Budget
LaGov ERP	LaGov Enterprise Resource Planning is a fully integrated system that includes Financials, Logistics, Human Resources/Payroll and Business Intelligence.
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
Proposal Review Committee	A committee which will review and score proposals.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal

RIM system	Records management and document imaging system
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.
SOW	Scope of Work
UCM	Universal Content Management System
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.

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and posted to LaPac	September 23, 2022
Pre-Proposal Conference	October 4, 2022
Deadline for receipt of written inquiries	October 12, 2022 @ 3:00PM CT
Deadline to answer written inquiries	November 4, 2022
Deadline for receipt of proposals	November 18, 2022 @ 3:00PM CT
Oral Presentations if Requested (Week of)	December 5 - December 9, 2022
Notice of Intent to award announcement, and 14-day protest period begins, on or about	January 4, 2023
Contract execution, on or about	January 23, 2023

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

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified throughout the RFP. 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. FAX or e-mail submissions shall not be acceptable. Proposers mailing or delivering 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:

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-5023

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.

1.8 Qualifications of Proposer

1.8.1 Mandatory Qualifications:

There are no mandatory qualifications that must be met by Proposers.

1.8.2 Desirable Qualifications:

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

- Successful implementation, in the last five years, of a RIM and/or electronic document management system (EDMS) for any entity comparable in size to CPRA. . CPRA has approximately 180 positions and a combined Operating and Capital Outlay budget of approximately $400M annually.
- Comparable system currently in production in a minimum of five (5) state or local governments and/or similar commercial entities comparable in size to the CPRA.
- Prior RIM and/or EDMS implementation experience with Louisiana state government agencies.
- Prior RIM and/or EDMS operations experience with Louisiana state government agencies. Prior operational experience is defined as having been responsible for indexing/scanning/ imaging work efforts associated with eliminating hard-copy documents in storage as well as ongoing operations associated with indexing/scanning/imaging associated with new/ongoing business operations.

Prior experience with FileNet and related software is preferred.

1.9 Volume I – Technical and Cost Proposal Response Format

Proposals submitted for consideration should follow the 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 as well as their understanding of the scope of work associated with this RFP.

1.9.2 Table of Contents

The proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and appendices to the proposal.

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 should include administrative information including the Proposer's contact name, phone number, and the stipulation that the proposal is valid for a period of at least 180 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's overall requirements in the timeframes set by the Agency.

The executive summary should include a positive statement of compliance with the contract terms, as provided in Attachment III: Sample Contract. 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 Attachment III: Sample Contract 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

Proposers should provide a brief overview of their company, including brief history, corporate or organization structure, and number of years in business.

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 scope of services. 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 Section 1.8. - Qualifications of Proposer.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the understanding of the nature of the Scope of Work (Part 2) and how the Proposer will best meet agency needs through its proposed approach and methodology.

The Proposer should:

- Provide a detailed Project Work Plan and supporting narrative for implementing the RIM solution across the entire CPRA organization. The Work Plan should include all required tasks, estimated hours, responsibilities (Contractor, CPRA, OTS), major deliverables, and timing. In this section, Proposers should address all tasks required to successfully implement the proposed RIM solution. At a minimum, Proposers should address all the services included in Section 2.2.1, Task Order No. 1: System Implementation and Section 2.2.2, Task Order No. 2: Imaging Operations. OTS involvement may be in any technology aspect.
- Describe all scanner and other hardware/software necessary to fully meet the scope of work. This information shall be costed out in the Cost Proposal in Worksheet 2 – Other Cost Components.

- Describe the approach to Project Management and Quality Assurance.
- Provide an explanation of any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion, explanation of deviation from and/or deletion of any tasks listed in the Scope of Work.
- Document all assumptions in which the Proposal is based, including all cost-related assumptions used to prepare Worksheets 1A-C, 2, and 3.

In the event Proposer includes software in its proposal, the software must comply with the EA requirements. See Attachment VII.

1.9.6 Proposed Staff Qualifications

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

The Proposer should submit a resume for each of the assigned personnel, and the resume should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience on past and present projects with dates and responsibilities, and any applicable certifications. The Proposer should also specifically include the role and responsibilities of each person who may perform work outlined in the Scope of Work (Part 2), anticipated level of effort and duration of involvement, and their on-site availability.

Proposers should clearly describe how the proposed personnel meet or exceed the qualifications described in Section 1.8 - Qualifications of Proposer.

1.9.7 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.

In 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: IX. Chapters 11 and13) 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/portal/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.

1.9.8 Cost Proposal

Proposers must submit completed Required Cost Schedules as formatted in Attachment II. It is expected that Proposers will not deviate from the requested cost schedule format.

The Proposer shall be responsible for the consistency and accuracy of the formulas, sums and roll-ups contained in the workbook. Any errors are solely the responsibility of the Proposer.

The remainder of this section contains specific instructions concerning how Proposers are to complete the various cost schedules. The total cost to be used for Cost Proposal points allocation will be calculated based on the multi-year cost as reflected on the Cost Proposal Summary.

Worksheets 1A, 1B and 1C – Consulting Services by Position – by Fiscal Year

These schedules shall include for each proposed position: the proposed rates, the proposed hours by month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total presented time period, and total cost for total presented time period. For positions where part of the work will be done on-site (at an all-inclusive rate) and part of the work will be done remotely (at a lower rate with no travel), the position should be broken into two rows to distinguish these hours.

Proposers must complete these schedules for fiscal years 2023 through 2025. Worksheet 1C should also include a grand total of hours and costs for fiscal years 2023 through 2025 as depicted in the example schedule.

Proposers are responsible for ensuring that all formulas are correct on the submitted Cost Schedules. Additional rows may be added as needed.

Worksheet 2 - Other Cost Components

Proposers shall utilize this schedule to describe and reflect any other costs not reflected in the schedules above as applicable (e.g., required scanning hardware, required third party software). Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. Failure to include all required costs may result in Contractor having to cover said costs. The CPRA reserves the right to purchase items listed on this schedule independent of this procurement if it is deemed to be cost-effective to do so.

All hardware and software described in Approach and Methodology and required to fully meet the scope of requested services should be included in this worksheet.

Worksheet 3 – Cost Proposal Summary

This schedule must reflect all costs associated with the RIM implementation effort to be provided as identified on Worksheets 1A, 1B and 1C, and any other costs as identified on Worksheet 2. The reference in the cost category indicates which supporting cost worksheet should provide the additional detail to support the summary cost information presented on this schedule. Proposers must ensure the accuracy of the cost information provided in each Cost Proposal schedule and verify the accuracy of any spreadsheet formulas or references.

Worksheet 4 – Required Rate Schedule

The Proposer shall provide an hourly rate for each of the staff positions it deems necessary to complete the Scope of Work as outlined in Section 2.2. The Prime and subcontractors will adhere to the "Required Rate Schedule" for the task orders identified in this RFP, as well as for any future task orders that may be initiated under the contract; therefore, Proposers are to submit only one "Required Rate Schedule." The On-Site rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, computers and office supplies,) as well as be inclusive of all travel related expenses, such as lodging, miscellaneous travel and per diem.

1.10 Certification Statement

The Proposer must sign and submit the original Attachment I: Certification Statement.

1.10.1 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10.2 Insurance

The proposal should include a certificate of insurance as proof that the Proposer has in effect limits of insurance required by Section 1.33 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.11 Volume II – Financial Information

Proposers shall include one separate Volume II containing Financial Information as described below.

Demonstration of Financial Capability is required for Acceptance of a Proposal. Financial information is used for determination of responsibility (See Section 1.24), and not as evaluation criteria. In Volume II, Proposals **shall** include evidence demonstrating the Proposer's financial capability to carry out the services required in this RFP. Evidence **shall** include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past three (3) full twelve-month periods. Financial Statements are to include, at a minimum, the balance sheet and income statement for each of the past three (3) full twelve-month periods.

2. If the past three (3) full twelve-month periods of Financial Statements (to include at a minimum the balance sheet and income statement) are not available, Proposer shall state the specific reason the Financial Statements are not available and shall provide a letter from the Proposer's bank and/or other financial companies stating financial status/standing with the bank or financial company, such letter must be on bank/financial company letterhead.

   ***Proposals that do not contain financial statements and Proposer does not provide a specific reason for financial statements being unavailable will not be accepted and will result in disqualification of the Proposer.**

   ***Letters from Proposers declaring their own financial capability will not be accepted and will result in disqualification of the Proposer.**

***Proposals that do not include the specified financial information detailed above will not be accepted and will result in disqualification of the Proposer.**

***Subcontractors are NOT required to submit financial information. The prime Contractor assumes all financial responsibility for work performed by its subcontractors.**

1.12 Number of Copies of Proposals

The following shall be submitted to the RFP Coordinator at the address specified.

Volume I – Technical and Cost Proposal

- One (1) original, clearly marked "Original", that includes original signatures of 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 Proposer is a corporation.

- Eight (8) hard copies
- One (1) electronic format (i.e., CD, flash drive)

Volume II – Financial Information

- One (1) hard copy

The original proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I	Volume II
Hard copy	1 original, 8 copies	1 copy
Electronic copy	1 (CD or flash drive)	Proposers should not submit any electronic copies of Volume II.

1.13 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 thorough but 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.

1.14 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 CPRA.

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 may be rejected without further consideration or recourse.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

> "The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY". The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing Proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer 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 proposal, 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 evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.15 Proposal Clarifications Prior to Submittal

1.15.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held on October 4, 2022, 1:00 p.m. – 3:00 p.m. The Pre-Proposal Conference is not mandatory, but prospective Proposers are strongly encouraged to attend. The CPRA intends to present general information, which may be helpful in the preparation of responses and to offer firms the opportunity to ask questions concerning this RFP.

The Pre-Proposal Conference will be held at:

CPRA Baton Rouge Headquarters
150 Terrace Avenue
Baton Rouge, LA 70802

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing, per Section 1.15.2 even if an answer has already been given to an oral question.

Firms planning to attend the Pre-Proposal Conference should notify the Single Point of Contact identified in Section 1.15.2 by email no later than 2:00 p.m. Central Time on September 30, 2022 of the names and titles of the individuals that will attend. At that time, notice should also be given of any person with a disability requiring special accommodations for the Pre-Proposal Conference.

1.15.2 Proposer Inquiries

Written questions regarding this RFP must be submitted to the RFP Coordinator and single point of contact for this procurement as listed below.

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority

Email: **CPRAcontracts@LA.GOV**

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time 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 and

https://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

Only the RFP Coordinator or her designee 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 to 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/portal/anonymous?guest_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.

1.15.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per 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; and
- Communications regarding a particular solicitation with the RFP Coordinator listed in the RFP 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.

1.16 Errors and Omissions in Proposal

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

1.17 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 and http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

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

1.18 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 a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.19 Waiver of Administrative Informalities

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

1.20 Proposal Rejection/RFP Cancellation

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

1.21 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.

1.22 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.

1.23 Taxes

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

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 Attachment I: Certification Statement 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.

1.24 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. 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 proposal contains the requested and required information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.25 Use of Subcontractors

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. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, they shall acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify in the Proposal 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.

1.26 Written or Oral Discussions/Presentations

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. If Oral Presentations are requested by CPRA, detailed information and requirements for presentations will be provided to the contact person for each of the invited Proposers. Commitments made by the Proposer at the Oral Presentation, if any, will be considered binding.

1.27 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.

1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by a Proposal Review Committee to be designated by the CPRA, which will determine the proposal most advantageous to the CPRA, taking into consideration price and the other evaluation factors set forth in the RFP. The Proposal Review Committee 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, review of technical requirements, or preparation of cost score data.

1.29 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the Proposal Review 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.

1.30 Contract Award, Negotiation, and Execution

Contract award and execution are contingent upon the selected Proposer and CPRA reaching an agreeable contract.

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. 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 shall be expected to enter into a contract that is substantially the same as Attachment III: Sample Contract. 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.

The State reserves the right to negotiate a reduction to the Required Cost Schedules (Worksheet 3-Cost Proposal Summary of Attachment II) and the Required Rate Schedule hourly rates (Worksheet 4 in Attachment II) with any Proposer selected by the Proposal Review Committee for contract award. The Proposer will receive written notification of the State's intent to negotiate submitted costs and hourly rates. The final negotiated costs on the Proposer's Cost Proposal Summary and hourly rates on the Proposer's Required Rate Schedule will be considered the maximum amount allowed. The subcontractors will also adhere to the final negotiated costs and hourly rates of the Proposer for the full term of the contract.

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

1.31 Notice of Intent to Award

The Proposal Review Committee shall compile the scores and make a recommendation to the head of the Agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. 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), 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 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.

1.32 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.

1.33 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.

1.33.1 Contractor's Insurance

The Contractor shall not commence work under the Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without 30 days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

1.33.2 Minimum Scope and Limits of Insurance

1.33.2.1 Workers Compensation

Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the 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 the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the 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.

1.33.2.2 Commercial General Liability

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than $1,000,000.

1.33.2.3 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 the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

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

1.33.2.5 Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the Contract, Business 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 non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractor.

1.33.2.6 Subcontractor's Insurance

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

1.33.2.7 Acceptability of Insurers

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.

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 thirty (30) days.

1.33.2.8 Verification of Coverage

The 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.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the 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.

1.34 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 the 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.

1.35 Liability and Indemnification

1.35.1 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.

1.35.2 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 the Contract.

1.35.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.35.4 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.

1.35.5 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.35.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of the 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.

1.36 Payment

Payment terms shall be negotiated with the successful Proposer.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the issued Task Order. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or his designee.

During the execution of tasks contained in the Scope of Scope of Work the Contractor shall submit monthly invoices for actual costs incurred in accordance with the final negotiated rate schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in the Scope of Scope of Work and Contract shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work hours using the negotiated rate schedule described in Section 1.30 for the actual work performed on the Task Order.

The final invoice shall be submitted within 30 days following expiration of the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

1.36.1 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 VI for additional information regarding electronic payment methods and registration.

1.37 Termination

1.37.1 Termination of the Contract for Cause

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

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

1.37.2 Termination of the Contract for Convenience

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

1.37.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.38 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.39 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of

final payment under the subcontract unless a longer period of time is required in accordance with other applicable state or federal law.

1.40 Civil Rights Compliance

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

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

1.41 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 and shall, upon request, be returned by the Contractor to the State, at the Contractor’s expense, at termination or expiration of the contract.

1.42 Entire Agreement/ Order of Precedence

This RFP, any addenda, the awarded contract, and the proposal submitted by the Contractor in response to the State’s RFP, including 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, the signed contract (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.

1.43 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.

1.44 Substitution of Personnel

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 its proposal.

1.45 Governing Law

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

1.46 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.

1.47 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.

1.48 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.

1.49 Prohibition of Discriminatory Boycotts of Israel

By submitting a response to this solicitation, the bidder or 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.

1.50 Security

Contractor shall adhere to the State's Information Security Policy (ISP) - https://www.doa.la.gov/media/wvmhsr1r/louisiana_infosecpolicy.pdf .

1.50.1 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.

PART 2: SCOPE OF WORK

2.1 Project Overview

The CPRA intends to implement a records management and document imaging (RIM) system which utilizes the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA). The RIM solution will address the Agency's content management business needs, including (but not limited to):

- Document capture;
- Indexing;
- Viewing;
- Robust search and retrieval;
- Workflow and electronic approvals;
- Versioning; and
- Compliance with federal and State records retention requirements.

2.2 Scope of Work

2.2.1 Task Order No. 1: System Implementation

This task order commences on the project start date and includes the following services at a minimum:

- Project planning and start-up activities (including updating Project Work Plan as necessary);
- Project management;
- Hardware selection and installation recommendations;
- Application installation (including database if applicable);
- Application set-up and configuration;
- Development of enterprise indexing strategy;
- Automated conversion of selected documents and records maintained in the Universal Content Management System (UCM), a web-based program developed by Oracle. UCM was created by The Department of Natural Resources (DNR) and is still being maintained today. The information is input by DNR employees and can be accessed by the public to search for scanned documents such as, but not limited to, contracts, amendments, grants, and invoices. When the Office of Coastal Restoration, now known as the CPRA, was under DNR, all contract documents were uploaded into UCM, to be used as an "electronic filing system". When CPRA left DNR, DNR still performed some duties for CPRA and UCM management was one of them. When the CPRA went live on the LaGov financial system, DNR was still inputting CPRA documents into UCM. As CPRA became more comfortable using the LaGov system and DNR stopped providing services to CPRA, CPRA stopped inputting documents into UCM and strictly used LaGov. However, the data still remains in UCM and a few employees still have access to UCM. There have been instances in which CPRA staff have had to pull old data from UCM for records requests, and to provide documentation to Federal Sponsors. When converting to the new RIM System, these documents will need to be converted from UCM and uploaded to the RIM System;

- Automated interface development/Application Programming Interface (API) for LaGov ERP System and Coastal Information Management System (CIMS);
- System testing;
- Business process change;
- Forms changes and design (if applicable);
- Reports;
- Training (system and end-user);
- System acceptance testing;
- Transition to full operations (Go-Live cut-over);
- Post Go-Live support; and
- Backup and recovery.

2.2.1.1 Project Management

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

(1) Supervision of the Contractor's personnel;

(2) Contract administration:

  (a) Invoicing;

  (b) Changes to the contract;

  (c) Resolving disputes between the Contractor and CPRA; and

  (d) Compliance by the Contractor with all contract clauses and conditions;

(3) Working with the Agency to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the State of Louisiana;

(4) Scheduling meetings and training sessions;

(5) Record-keeping;

(6) Preparation and submission of submittals and deliverables, including but not limited to the following:

  (a) Project Management Work Plan; and

  (b) Monthly Progress Reporting

(7) Assignment of a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Agency reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for onsite project monitoring and compliance. The Contractor's Project Manager shall keep the CPRA's Project Manager informed of the project status through written monthly progress reports and informal communication.

The Contractor shall provide the following project management functions, including, but not limited to:

(1) Performance of day-to-day project management using the best management practices for all tasks and activities necessary to complete the statement of work; and

(2) Development and implementation, with Agency approval, of procedures for Issue Control to monitor the identification and resolution of key project issues and problems.

2.2.1.2 Progress Reporting

The Contractor shall prepare and submit to the Agency's Project Manager a Monthly Progress Report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. The Monthly Progress Report shall be provided within two weeks of the end of the preceding month. Reports for multiple activities may be sent together but shall be separable for filing and payment purposes. This report shall include:

(1) The Contractor's name, address, and the name of the Contractor's Project Manager;

(2) The Agency's LaGov number and project title;

(3) The dates of the reporting period; and

(4) A description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables. (If progress payments will be requested during the performance of a Task Order, the information in the Monthly Progress Report shall clearly support the Contractor's request for payment for the corresponding billing period).

The Monthly Progress Report shall be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor; however, the Agency reserves the right to require format revisions.

2.2.2 Task Order No. 2: Imaging Operations

This task order commences once the RIM is in production use. The Contractor shall coordinate all aspects of the Imaging Operations function. The Contractor shall provide project management support for Imaging Operations using on-site personnel, as well as skilled personnel to accomplish the tasks listed below. In addition, the Contractor shall provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical imaging activities may include, but are not limited to:

- Preparing documents for scanning;
- Processing non-paper media;
- Inputting indexing data;
- Performing quality control and quality assurance on images and indexed data;
- Converting electronic documents; and
- Converting documents for one time import.

Imaging services shall be accomplished within a two (2) business day turnaround time from document receipt to image committal. At the discretion of the CPRA's Project Manager, this turnaround time can be increased for all or particular types of documents, if and when process improvements are made that require additional turnaround time. In addition, it is expected that a small number of documents will be received by Imaging Operations each week that require imaging/scanning upon receipt. The Contractor shall process these documents upon receipt. Though no break in imaging service shall be permitted, it is understood that in the event of an unusually high volume, this turnaround time may be extended with prior approval from the CPRA. The Contractor may also be asked to search and retrieve documents that may have been imaged within twenty-four (24) hours, as needed.

The Contractor shall scan, image, import and index all documents accurately. Audits may be conducted by the Agency. In the event it is determined that document images or indexes are incorrect or that images are of poor quality, the Agency shall require the Contractor to provide appropriate corrective action. If it is deemed necessary by the Agency, the Contractor shall audit the work undertaken during the month in question and report the findings to the CPRA's Project Manager. The Contractor shall work with the CPRA's Project Manager to ensure that the errors are corrected in a timely manner. Corrective action shall begin immediately after the errors are discovered. If the errors cannot be corrected within one (1) business day, the Contractor shall provide a written explanation as to the length of time it will take to make corrections. The Contractor shall provide daily updates as to the progress of the corrective action.

The Contractor shall provide technical support for Imaging Operations for the duration of the contract.

Imaging Operations shall include all aspects of the active and inactive records management. The Contractor shall provide personnel capable of managing this function, performing document searches required for fulfillment of the Agency's Public Records Requests and providing customer service to internal and external customers.

Typical active records activities may include, but are not limited to:

- Providing research assistance in the area of records management policy;
- Implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information;
- Working with CPRA legal staff and subject matter experts in coordinating all Public Records Requests and performing the day-to-day tasks involved with responding to requests; and
- Providing transportation as needed for records and/or on-site personnel between the CPRA's headquarters in Baton Rouge, their Regional Offices and State Archives on an as-needed basis.

Typical inactive records activities may include, but are not limited to:

- Working with CPRA legal and division leadership, and Records Management Team in developing and implementing retention policies and procedures;
- Developing and implementing retention schedules for all agency records, regardless of format;
- Developing an acceptable approach and associated procedures for disposing of agency records that have reached the end of their retention period, regardless of format;
- Facilitating disposal of records that have reached their retention period once approved for disposal by CPRA and State Archives;

- Educating CPRA staff on retention policies;
- Advising on storage formats and locations, and disposition options, that meet requirements in a cost efficient manner;
- Maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records; and
- Providing transportation as needed for records and/or on-site personnel between the CPRA's headquarters in Baton Rouge, their Regional Offices and State Archives on an as-needed basis.

Throughout the contract, the Contractor shall maintain an awareness of federal and State laws pertaining to records management, as well as ISO 15489 and relevant records management standards, and shall propose improvements required of the current records management program to support it in a compliant manner. The Contractor shall perform work as necessary to maintain compliance with federal and state law as well as records management standards.

2.2.3 Other Activities

If requested and approved by the Agency, some activities under the contract could be initiated as additional work to monitor contract activities and to ensure accountability for records management services that do not fall under services specifically outlined in this Statement of Work. This work shall be assigned to the Contractor by the Agency through Task Orders issued according to the following procedure:

(1) The Agency will issue a written Task Order signed by the Agency's Project Manager (or designated representative) describing the required tasks, deliverables, and due dates. Each Task Order may include multiple tasks. Multiple Task Orders may be in progress at the same time; however, the Contractor shall, both in reporting and billing, segregate activities and charges on a Task Order basis.

(2) The Contractor will review the Task Order and submit a written response to the Agency within a specified number of days, including:

(a) The name(s) of the individual(s) assigned to the Task Order (only personnel included in the Contractor's accepted proposal are eligible); and

(b) An estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Task Order). The cost estimate shall be based on the Required Rate Schedule as negotiated and included in the final contract between CPRA and the Contractor.

(3) The Agency will review the Contractor's response, request clarification or further information as necessary, and negotiate the level of effort proposed as necessary. Acceptance or rejection of the Contractor's response will be provided in writing.

(4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Task Order and provide all submittals and deliverables to the Agency within the established time limits. It is the responsibility of the Contractor to plan and organize its time efficiently in order to meet the Agency deadlines and provide a complete set of deliverables for each Task Order. Any additional work and/or costs not addressed in the Task Order shall be approved by the Agency prior to the Contractor performing the work and/or incurring additional costs.

(5) The Agency will review the Task Order submittals and deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work

performed.

(6) Upon receipt of the Agency's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract.

PART 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.

The Proposal Review Committee will evaluate and score the proposals using the criteria and scoring as follows:

EVALUATION CRITERIA	MAXIMUM SCORE
TECHNICAL:	
COMPANY BACKGROUND AND EXPERIENCE	**15**
PROPOSED STAFF QUALIFICATIONS	**18**
APPROACH AND METHODOLOGY	**30**
HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM • UP TO 10 POINTS AVAILABLE FOR HUDSON-CERTIFIED PROPOSERS; • UP TO 12 POINTS AVAILABLE FOR VETERAN-CERTIFIED PROPOSERS; • IF NO VETERAN-CERTIFIED PROPOSERS, THOSE TWO POINTS ARE NOT AWARDED.	**12**
COST	**25**
TOTAL MAXIMUM SCORE	**100**

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Proposed Staff Qualifications, and Approach and Methodology to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation on Cost or Hudson/Veteran Program.**

Proposals meeting the minimum score for the technical categories will be combined with the Cost and Hudson/Veteran Program to determine the overall score.

The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

For cost evaluation purposes, the total project cost as depicted in Worksheet 3 – Cost Proposal Summary of Attachment II: Required Cost Schedules will be used to calculate the cost points to be received. This schedule summarizes the total services and other costs for the contract period (FY23-25).

The Proposer with the lowest total cost (LTC) will receive 25 points. All other proposals will be allocated cost points by multiplying the maximum possible points (25) by a fraction that consists

of the lowest total cost proposal (LTC) as numerator and the Proposer's total cost being evaluated (PTC) as the denominator.

CCS = (LTC/PTC x 25)

Where: CCS = Computed cost score (points) for Proposer being evaluated
LTC = Lowest total cost proposal
PTC = Total cost of Proposer being evaluated

Proposers who fail to complete a Worksheet 3 – Cost Proposal Summary as described in this RFP will result in the CPRA being unable to score the Proposer's Cost Proposal; the Proposer will be considered nonresponsive and disqualified.

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. 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. <u>Proposer Status and Allotment of Reserved Points</u>

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to 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 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 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 the 2.5-year contract term.

***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 Agency 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).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

As required by Part 2, Scope of Work.

4.2 Performance Measurement/Evaluation/Monitoring Plan

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Scope of Work.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for the contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of the contract.

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 I: 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)

Official Contact Name: _____

E-mail Address: _____

Phone Number with area code: ( )

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 180 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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: _____

Title: _____

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

ATTACHMENT II: REQUIRED COST SCHEDULES

This attachment includes the various cost schedules that are required to be submitted with each proposal. Instructions for completing each worksheet are provided in Section 1.9.8: Cost Proposal.

Worksheet 1A – Consulting Services by Position – FY 2023

	Implementation Month Number			1	2	3	4	5	6		
	Staffing Category	Work On or Off Site	Hourly Rate	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FY 2023 Total Hours	FY 2023 Total Cost
1	Position Name		$ -	0	0	0	0	0	0	0	$ -
2	Position Name		$ -	0	0	0	0	0	0	0	$ -
3	Position Name		$ -	0	0	0	0	0	0	0	$ -
4	Position Name		$ -	0	0	0	0	0	0	0	$ -
5	Position Name		$ -	0	0	0	0	0	0	0	$ -
6	Position Name		$ -	0	0	0	0	0	0	0	$ -
7	Position Name		$ -	0	0	0	0	0	0	0	$ -
8	Position Name		$ -	0	0	0	0	0	0	0	$ -
9	Position Name		$ -	0	0	0	0	0	0	0	$ -
10	Position Name		$ -	0	0	0	0	0	0	0	$ -
11	Position Name		$ -	0	0	0	0	0	0	0	$ -
12	Position Name		$ -	0	0	0	0	0	0	0	$ -
13	Position Name		$ -	0	0	0	0	0	0	0	$ -
14	Position Name		$ -	0	0	0	0	0	0	0	$ -
15	Position Name		$ -	0	0	0	0	0	0	0	$ -
16	Position Name		$ -	0	0	0	0	0	0	0	$ -
17	Position Name		$ -	0	0	0	0	0	0	0	$ -
18	Position Name		$ -	0	0	0	0	0	0	0	$ -
19	Position Name		$ -	0	0	0	0	0	0	0	$ -
20	Position Name		$ -	0	0	0	0	0	0	0	$ -
	Totals (Summary Presentation)			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Worksheet 1B – Consulting Services by Position – FY 2024

	Implementation Month Number			10	11	12	13	14	15	16	17	18	19	20	21		
	Staffing Category	Work On or Off Site	Hourly Rate	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	FY 2024 Total Hours	FY 2024 Total Cost
1	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
2	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
3	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
4	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
5	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
6	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
7	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
8	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
9	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
10	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
11	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
12	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
13	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
14	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
15	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
16	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
17	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
18	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
19	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
20	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
	Totals (Summary Presentation)			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Worksheet 1C – Consulting Services by Position – FY 2025

	Implementation Month Number			22	23	24	25	26	27	28	29	30	31	32	33				
	Staffing Category	Work On or Off Site	Hourly Rate	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	FY 2025 Total Hours	FY 2025 Total Cost	Grand Total Hours	Grand Total Cost
1	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
2	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
3	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
4	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
5	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
6	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
7	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
8	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
9	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
10	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
11	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
12	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
13	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
14	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
15	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
16	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
17	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
18	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
19	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
20	Position Name		$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	0	$ -
	Totals (Summary Presentation)			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Worksheet 2 – Other Cost Components

	Other Cost Components	Comment/Basis for Cost Components	FY2023	FY2024	FY2025	Total
1	Description of Cost Component		$ -	$ -	$ -	$ -
2	Description of Cost Component		$ -	$ -	$ -	$ -
3	Description of Cost Component		$ -	$ -	$ -	$ -
4	Description of Cost Component		$ -	$ -	$ -	$ -
5	Description of Cost Component		$ -	$ -	$ -	$ -
6	Description of Cost Component		$ -	$ -	$ -	$ -
7	Description of Cost Component		$ -	$ -	$ -	$ -
8	Description of Cost Component		$ -	$ -	$ -	$ -
9	Description of Cost Component		$ -	$ -	$ -	$ -
10	Description of Cost Component		$ -	$ -	$ -	$ -
11	Description of Cost Component		$ -	$ -	$ -	$ -
12	Description of Cost Component		$ -	$ -	$ -	$ -
13	Description of Cost Component		$ -	$ -	$ -	$ -
14	Description of Cost Component		$ -	$ -	$ -	$ -
15	**Total, Other Cost Components**		$ -	$ -	$ -	**$ -**

Columns and rows may be added as required.

Worksheet 3 – Cost Proposal Summary

Cost Category	FY2023	FY2024	FY2025	Total
Consulting Services Cost (Worksheets IA - IC))	$ -	$ -	$ -	**$ -**
Other Cost Components (Worksheet 2)	$ -	$ -	$ -	**$ -**
Grand Total, All Costs	**$ -**	**$ -**	**$ -**	**$ -**

Proposers who fail to complete a Worksheet 3 – Cost Proposal Summary as described in this RFP will result in the CPRA being unable to score the Proposer's Cost Proposal; the Proposer will be considered nonresponsive and disqualified.

Worksheet 4 – Required Rate Schedule

Project Role	On-Site Rate	Off-Site Rate
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]
Position Name	$[XXX.XX]	$[XXX.XX]

On-Site rate- must be all-inclusive of travel and other expenses related to performing the Scope of Work
Off-site rate – for remote consultant work, includes all expenses related to the performance of the Scope of Work, but does not include travel expenses.

Note: The Proposer shall provide one hourly rate (a numerical value) for each of the staff positions required to fully deliver the services requested in the Scope of Work. Proposers may add any additional rows as necessary.

- **For informational purposes and future contract negotiations.**

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT is made and entered into by and between the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and <**CONTRACTOR>, <ADDRESS>** (hereinafter referred to as "Contractor"), do hereby enter into a Contract under the following terms and conditions:

1. SCOPE OF SOFTWARE AND SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. GOAL

The goal of this contract is to provide the CPRA with a fully integrated records management and document imaging system (RIM) solution for addressing current and future records and documents, and to provide the necessary project management, installation, implementation and training services and operational services for scanning/imaging support for the new RIM system while complying with federal and State law and applicable standards regarding records management and retention.

3. OBJECTIVES

The objectives to be achieved through this contract include: (1) providing for the centralized organization, indexing, storage and back-up of CPRA records, documents and other data; (2) support the Agency's transition to a paperless environment; (3) ensure fast and easy document search and retrieval; (4) enhance document security; (5) provide document version control; (6) support electronic routing and approval of certain documents across the Agency; (7) eliminate the paper documents currently stored across the Agency so the 1st floor file room and other areas can be repurposed for additional offices and/or cubicles; (8) comply with federal, state and agency records retention requirements; and (9) integrate the RIM system with other major agency systems (e.g., LaGov Financial System and Coastal Information Management System) as necessary.

4. PERFORMANCE MEASURES

The performance of the 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 Scope of Work.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this Contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this Contract.

5. TERM OF CONTRACT

This Contract shall begin on January 1, 2023, and shall terminate on June 30, 2025.

6. CONTRACT MONITOR

<NAME> of CPRA, or his/her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA.

7. DELIVERABLES

The Contract will be considered complete when Contractor has delivered, and State has accepted all deliverables specified in the Scope of Software and Services. The Contractor shall provide to the State the items specified in Appendices A (RFP) and B (Proposal) as products of the services rendered under this contract.

8. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of <amount>. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

9. NOTICE TO PROCEED

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a "not to exceed" amount for compensation.

10. PAYMENT TERMS

Payment terms shall be negotiated with the successful Proposer(s).

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or his/her designee.

During the execution of tasks contained in the Scope of Work the Contractor may submit monthly invoices for actual costs incurred. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work hours using the negotiated rate schedule for the actual work performed on the Task Order.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

11. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in their proposal.

12. 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.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. 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.

B. 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.

C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, 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. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

D. 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.

E. 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 incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. 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.

14. INSURANCE

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: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the 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 the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the 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: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract 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 Contract, 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 State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than $1,000,000.

Professional Liability (Errors & 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 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.

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

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business 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 non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors.

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

15. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

16. 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 Contractor's obligation and identified under Federal Tax Identification Number _____ and the Louisiana Department of Revenue Account 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 this Contract by the Office of State Procurement. 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 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 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.

17. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office

of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

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

Failure to follow these guidelines may result in stoppage of work or of any future Task Orders.

19. AUDITS AND AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

20. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contactor from assigning 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 CPRA.

21. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

22. NO THIRD-PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

23. SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

24. 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.

25. CODE OF ETHICS AND PROHIBITED ACTIVITY

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.

26. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

27. CONFIDENTIALITY OF DATA

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

28. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R. appendix.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

29. NON-DISCRIMINATION CLAUSE

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

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

30. 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 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.

31. VETERANS AND HUDSON INITIATIVES

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.

32. SUBCONTRACTORS

The Contractor agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Appendix A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Project Manager. The Contractor further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

33. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its Contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any subcontractor(s) is/are ineligible to enter into Contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement

entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

34. TERMINATION FOR CAUSE

The CPRA 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 CPRA 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 such 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 CPRA 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 CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the CPRA for damages sustained by the CPRA by virtue of any breach of the Contract by the Contractor, and the CPRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CPRA from the Contractor is determined.

35. TERMINATION FOR CONVENIENCE

The CPRA 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.

36. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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.

37. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or

suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or
Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Additionally, any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

39. 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.

40. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

41 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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

42. ANTI-LOBBYING

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

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

43. SEVERABILITY

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

44. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be amended to make such insertion or correction.

45. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

46. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Director of the Office of State Procurement**.**

47. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the proposal.

THUS, DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES: **Coastal Protection and Restoration Authority**

_____ By: _____

Signature Lawrence B. Haase

Executive Director

_____

(Print Name) _____

Date

WITNESSES SIGNATURES: **CONTRACTOR**:

_____ By: _____

Signature

_____ _____

(Print Name) (Print Name)

(Print Title)

_____

Date

APPENDIX A

This Request for Proposal

APPENDIX B

Proposal submitted by Awarded Vendor

APPENDIX C

Coastal Protection and Restoration Authority
Monitoring Report

Date:_____

Contractor:_____CPRA Contract No._____

Project Title: _____

Invoice No. _____Invoice Amount: _____

Total Invoiced to Date: $_____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
B. Hourly (include services performed and number of hours worked).
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
D. Actual Costs Incurred
E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLS

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contractor _____ _____ Date _____
(Printed Name)

Approval _____ _____ Date _____
CPRA Task Manager (Optional) (Printed Name)

Approval _____ _____ Date _____
CPRA Contract Monitor (Printed Name)

ATTACHMENT IV: INFORMATION SECURITY REQUIREMENTS

This attachment provides the additional information security requirements in addition to the existing Contract, Statement of Work, and the other associated attachments.

1.0 SAFEGUARDING CONFIDENTIAL AND RESTRICTED INFORMATION

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to performance of the agreed upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as federal, state, or local law or required by State policy and so designated. Examples of Restricted Information include, but are not limited to: Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information (CJI) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information. Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerry®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Network servers in Contractor's data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
    - Restricting both physical and network access to authorized users
    - Restricting physical access by card-key control systems
    - Network based intrusion prevention system
    - Firewalls to segment networks
    - Vulnerability assessment processes and tools

    - Change management procedures
    - Patch management processes and tools
    - Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
    - Server operating system hardening as appropriate
- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and Information Security resources.
- Sanitization of any decommissioned or inoperable Contractor-owned machine, storage, media, disk, or drive containing any Confidential or Restricted Information use the following approved sanitization methods:

  Sanitization is divided into three types.

  Type 1, Clearing:

  Clearing an electronic storage media is the lowest level of sanitization that inhibits the recovery of information assets via a robust keyboard attack using data recovery tools. Use of conventional operating system utilities like deleting files or disk formatting only delete the respective directory entries and thus do not inhibit the ability of data recovery tools to retrieve the information assets as the respective data itself is not being overwritten.

  Type 2, Purging:

  Methods of purging are:

  1. Wiping: Overwriting all locations including remapped bad sectors on a re-writable electronic storage media multiple times with different patterns, thereby checking the appropriateness by comparing different locations before and after overwriting. Required technology detail: The necessary number of overwrites, patterns and location checks, which depend on the type of re-writable electronic storage media.
  2. Secure Erasing: Overwriting all locations on an ATA hard disk drive (specific type of electronic storage media that includes PATA and SATA drives) a single time in a reliable manner. The Security Erase Unit command of the ATA specification must be used to initiate secure erasing. If implemented in a specific ATA hard disk drive, the Enhanced Erase Mode should be used. Successful execution must be checked afterwards.
  3. Degaussing: Deleting all information assets stored on a magnetically sensitive electronic storage media using a strong magnetic field.
  4. Resetting: Returning a volatile electronic storage media into its initial delivery state. The power must be switched off and the backup battery removed if battery backed.

  Type 3, Destruction:

  Physically destroying an electronic storage media is the highest level and thus ultimate form of sanitization. Physical destruction is achieved, when no portion of an electronic storage media can be used to extract a significant amount of data. Therefore, simply punching holes – for example into a hard disk – is not sufficient for physical destruction.

  Methods of destroying are:

1. Shredding: Breaking an electronic storage media into parts. Disintegrating can be used as a synonym term for shredding. Required technology detail: The maximum size of the parts, which depends on the type of the electronic storage media.
2. Pulverizing: Crushing an electronic storage media into dust or powder.
3. Melting: Heating an electronic storage media past its melting point transforming it into a molten mass. The necessary melting point depends on the instance of the electronic storage media.
4. Incinerating: Burning an electronic storage media past its firing temperature transforming it into ash, flue gases and particulates. The necessary firing temperature depends on the instance of the electronic storage media.

The selected sanitization method and procedures selected by the Contractor generates the appropriate unit level logging. A certificate of destruction shall be provided if requested by the State.

2.0 ACCESSING STATE NETWORKS, SYSTEMS, AND INFORMATION

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed upon Services.

- Contractor personnel shall not knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State's Information Security Team):
    - Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services.
    - Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network.
    - Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.).
    - Install, execute, or modify software, equipment, or peripherals on (or remove software, equipment, or peripherals from) the State network.
    - Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network.
    - Conduct discovery or vulnerability scans of State networks, applications, or computing systems.
    - Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.
- Contractor-provided computer workstations or laptops used to access the State's computing systems and resources will:
    - Have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet.
    - Have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers.

    - Have firewall software installed and operating on such computers while such computers are connected to the Internet.
    - Have access controls designed to restrict access to such computers to authorized individuals.
    - Have 128-bit (or better) AES file-level encryption enabled, which is configured to automatically verify encryption status.
    - Have automatic daily back-up of standard directories and files.
- All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.
- The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
- Remote access will be provided on a 24x7 basis for the Contractor's project team during the duration of this project. Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
- Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to the production environment.
- Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
    - Full Name of Contract Resource
    - Assigned Job Title
    - Physical Location (City, State, Country of resource's current Contractor office)
    - Specific System and Application Access Required (System, Application, or Database)
    - Tentative End of Contract Date (to be extended as needed via additional notification)
    - Remote Access Required (yes or no)
- Contractor shall submit a termination notice to the State, including full name of Contractor personnel who leave its employment and last day worked, in a timely manner not to exceed 24 hours from termination of that Contractor personnel's last day worked.
- All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.
- The State's Information Security Team will review all Contractor access requests and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the State's Information Security Team will provide written justification for review by the Contractor.
- Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the State's Information Security Team and Agency assigned Data Owner.
- Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed upon services by accessing:
    - State Test or Development Environments (Not containing, processing, or transmitting Restricted information)
    - State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Restricted information)

- State workstations (Not containing, processing, or transmitting Restricted information)

3.0 DATA MANAGEMENT

- The State will provide Contractor personnel with access to PHI, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager and as allowable by law. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will not provide the Contractor personnel de-identified data that is representative of production data but that does not contain PHI, PII data.
- State agrees:
  i. To disclose any PHI or PII or other applicable Restricted Information to Contractor, if such disclosure would not violate any applicable law, rule, or regulation.
  ii. Not to request the Contractor to use or disclose PHI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule, or regulation, if such use or disclosure were done by the State.
  iii. To disclose to Contractor only the minimum amount of PHI or PII data (if any) reasonably necessary for Contractor to perform agreed upon Services under the applicable SOW.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or "mock data". "Mock Data" is data created by the Contractor and does not contain PII, PHI, or similarly regulated Restricted Information.
- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State approved documented process and a State-owned workstation. This type of de-identification request must be processed through OTS.
- Contractor shall implement security measures such that non-production environments under Contractor's full control, do not contain Restricted Information unless provided with written authorization from the State's Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.
- Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- State will promptly notify Contractor's Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible for the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed upon Services, shall not expose non-production environments to Restricted Information.

4.0 SECURE DEVELOPMENT

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the State's Information Security Team) for:

- Working with the State's Information Security Team to require additional application or system specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State's Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State's Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end user is validated and filtered via server-side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed utilizing currently accepted industry standards, in order to successfully prevent an unauthorized individual obtaining the ability to bypass authentication controls by "hijacking" a valid session.
- Requiring applications integrate with the State's Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a logon form, if single-sign on is applicable to the scope of the agreed upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State's AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

5.0 SECURE SYSTEM ADMINISTRATION AND MAINTENANCE

When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out-of-scope of the agreed upon Services, set out in the applicable SOW or authorized in writing by the State's Information Security Team) for:

- Following State's change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.

- The State will test and apply applicable state managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the State's Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly, unless approved by the State's Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce the adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the State's Information Security Team.
- Requiring system access roles are provided by the State's AD and IAM.

6.0 GENERAL REQUIREMENTS

- In the actual or reasonably suspected event the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within eight (8) hours and provide a written status of the violation and estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable the Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.
- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed 60 days, at no additional cost to the State.
- Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of the State when needed, in an urgent manner. If estimated effort is above 20 hours for the individual audit request, the State will process a change request to continue contractor support.
  In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State's Information Security Team require appropriate notification and prior written approval from the State's Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed technology or process.

ATTACHMENT V: INVENTORY OF RECORDS AND DOCUMENT TYPES

Glossary of Acronyms:
ACT = Active Period
CY = Calendar Year
FY = Fiscal Year
PERM = Permanent
LOA = Life of Agency

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Grant Related Vendor Invoices	Payment documents that are associated with a Grant with supporting documentation	Executive Division / Financial Services - Grant Related Vendor Invoices - ACT + 8FY	P - Public Record	V - Vital
Executive - Accounting	CWPPRA Projects Vendor Invoices	Payment documents that are associated with a CWPPRA Cost Share with supporting documentation	Executive Division / Financial Services - CWPPRA Project Agreements & Amendments - ACT+ 20 FY	P - Public Record	V - Vital
Executive - Accounting	AP Vendor Invoices - Non Grant	Payment documents that are not associated with a Grant or Cost Share with supporting documentation	Executive Division / Financial Services - AP Vendor Invoices (Non-Grant Related) - ACT + 6FY	P - Public Record	V - Vital
Executive - Accounting	QuickBooks/Imprest Account	Requests and backup documentation for QuickBooks checks	Executive Division / Financial Services - QuickBooks/Impressed account Documents - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Travel Reimbursements	Requests and backup documentation for Travel Reimbursements	Executive Division / Financial Services - Travel Reimbursement Forms and Documents - ACT + 6FY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Void/Cancelled QuickBooks Checks	Copies and backup documentation for Voided/Cancelled QuickBooks Checks	Executive Division / Financial Services - Voided/Cancelled QuickBooks Checks - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Revenue Receipts/Deposit Tickets	Deposits with all associated backup documentation	Executive Division / Financial Services - Revenue Receipts/Deposit Slips/Mail Receipts - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Grant Folders	Grant Awards, Financial Reports (425s), Draws & Correspondence	Executive Division / Financial Services - Grant Folders (Grant Award, Financial Reports (425s), Draws, & Correspondence) - ACT+ 3 FY	P - Public Record	V - Vital
Executive - Accounting	Grant Billing Detail Packets	Backup and supporting documentation for Grant Billing Detail Packets	Executive Division / Financial Services - Grant Billing Detail Packets - ACT + 5 FY	P - Public Record	V - Vital
Executive - Accounting	Cost Share Billing Detail Packets	Backup and supporting documentation for Cost Share Billing Detail Packets	Executive Division / Financial Services - Cost Shares Billing Detail Packets - ACT+ 20 FY	P - Public Record	V - Vital
Executive - Accounting	Annual Budget Request Books	Annual Budget Request Books and Supporting Documentation	Executive Division / Financial Services - Annual Budget Request Books and Supporting Documentation - ACT + 6 FY	P - Public Record	V - Vital
Executive - Accounting	Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments	Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments - all supporting documentation associated	Executive Division / Financial Services - Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments) - ACT + 6 FY	P - Public Record	V - Vital
Executive - Accounting	Audit Results	Audit Results with supporting documentation	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Audit Reports	Audit Reports - Done for the agency by CPA, Federal Sponsors/Agencies, or private firms	Executive Division / Financial Services - Audit Reports (done for the agency by CPA, Federal Sponsors/Agencies, or private firms) - PERM	P - Public Record	I - Important
Executive - Accounting	Capital Outlay BDS Entries	Capital Outlay BDS Entries and supporting documentation	Executive Division / Financial Services - Capital Outlay BDS Entries and Supporting Documentation - ACT + 6FY	P - Public Record	I - Important
Executive - Accounting	Non-Grant Journal Vouchers	Non-Grant Journal Vouchers and supporting documentation	Executive Division / Financial Services - Non-Grant Journal Vouchers - ACT + 6FY	P - Public Record	I - Important
Executive - Accounting	Grant Journal Vouchers	Grant Journal Vouchers and supporting documentation	Executive Division / Financial Services - Grant Journal Vouchers - 8 FY	P - Public Record	V - Vital
Executive - Accounting	NFWF Files	Payment documents, Draw Packets, etc. that are associated with NFWF	Executive Division / Financial Services - NFWF Files - Life of Project + 5FY	P - Public Record	I - Important
Executive - Accounting	RESTORE Files	Payment documents, Draw Packets, etc. that are associated with RESTORE	Executive Division / Financial Services - RESTORE Files - Life of Project + 3FY	P - Public Record	I - Important
Executive - Administration	Non CWPPRA Cost Share Agreements & Amendments	Agreements/Amendment backup documentation	Executive Division / Financial Services - Non CWPPRA Cost Share Agreements & Amendments - ACT+ 5 FY	P - Public Record	V - Vital
Executive - Administration	CWPPRA Project Agreements & Amendments	Agreements/Amendment backup documentation	Executive Division / Financial Services - CWPPRA Project Agreements & Amendments - ACT+ 20 FY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals - General	General - Non-PCARD Vendor payments, Large Item/Services payments over $5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - General - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals – Non-CWPPRA Project	Non-CWPPRA - Non PCARD Vendor payments, Large Item/Services payments over $5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - Non-CWPPRA Project - ACT + 10FY	P - Public Record	I - Important
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals – CWPPRA Project	CWPPRA - Non PCARD Vendor payments, Large Item/Services payments over $5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - CWPPRA Project - ACT + 25CY	P - Public Record	I - Important
Executive - Administration	Property Records – Non-Assets and Inventory Records	Transfer Forms, Annual Inventory, Surplus Documentation	Executive Division / General Services - Property Records – Non-Assets and Inventory Records - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Property Records - Assets	Transfer Forms, Annual Inventory, Surplus Documentation, and Supporting Documentation for the Asset	Executive Division / General Services - Property Records – Assets - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Fleet Records	Vehicle Maintenance Logs, GPS Tracking Reports, Repair documentation	Executive Division / General Services - Fleet Records - ACT + 3FY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Authorized Driving Records	Annual DMV Records and signed Authorizations to Drive	Executive Division / General Services - Authorized Driving Records - ACT + 3CY	C- Contains Confidential Information	I - Important
Executive - Administration	Boater Safety Records	Louisiana Wildlife Reports, Boater Accident Reports, Signed Boater Agreements, Training documentation	Executive Division / General Services - Boater Safety Records - ACT + 3FY	C- Contains Confidential Information	I - Important
Executive - Administration	Risk Management Reports & Claims	Property Exposure Reports, Insurance Documentation, Claim Paperwork, Photos, Police Reports	Executive Division / General Services - Risk Management Reports and Claims - ACT + 3FY	C- Contains Confidential Information	I - Important
Executive - Administration	Office of Telecommunications (OTM) Work Orders	Work Orders and Supporting Documentation	Executive Division / General Services - OTM Work Orders - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Leases	Lease documents for Baton Rouge, New Orleans, Lafayette, Thibodeaux; requests for leased space, amendments, floor plans and general correspondence	Executive Division / General Services - Leases - ACT + 10FY	P - Public Record	I - Important
Executive - Administration	Professional / Consulting / Personal Services and Inter-agency Agreements	All documents associated with final contract execution.	Executive Division / Project Support and Contracts - Contract Records - ACT + 15FY	M - May Contain Confidential Information	V - Vital
Executive - Administration	Title 39 Master Procurement Files	Proposal Conferences, Oral Presentations, Agency's Legal Division Review of the Contracts, Proposals for Contractors, Determination of Negotiations, Justification for Contractor Selection, Technical Review Sheets, Protests of Contact Awards, Promulgation Articles, Requests for Correspondence, Concurring Requests for Proposals	Executive Division / Project Support and Contracts - Master File Contract Records - ACT + 15FY	M - May Contain Confidential Information	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Master Grant Records	Grant applications, grant awards, grant amendments, all Federal correspondence, Financial Status Reports, Federal Cash Transaction Reports, Grant Extensions, and Grant Closeouts	Executive Division / Project Support and Contracts - Master Grant Records - ACT + 25CY	P - Public Record	V - Vital
Executive - Administration	Cooperative Endeavors, Cost Shares, Intergovernmental Agreement, Memorandum of Understanding, Memorandum Of Agreement	All documents associated with final contract execution.	Executive Division / Project Support and Contracts - Cooperative Endeavors, Cost Shares, Intergovernmental Agreements, Memo of Understanding, Memo of Agreement - ACT + 25FY	P - Public Record	I - Important
Executive - Administration	Payment Support for Local Governments	Payment support for local governments as required by USACE; USACE also typically requires a letter from CPRA. This documentation is for South East Louisiana Projects. Each parish is responsible for payback. CPRA only has hard-copy files for Orleans and Jefferson parishes.	20 to 30-year retention requirement after the end of construction.	P - Public Record	I - Important
Executive - Legal	General Litigation Files	Any documents associated with general litigation	Executive Division / Legal - General Litigation Files - ACT + 5CY	C- Contains Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Legal	Contract Files	Final executed contract documents	Executive Division / Legal - Contract Files - ACT + 10CY	M - May Contain Confidential Information	V - Vital
Executive - Legal	Public Records Files	Documents associated with public records requests (including cover letters)	Executive Division / Legal - Public Records Files - ACT + 5CY	P - Public Record	I - Important
Executive - Legal	General Legal Correspondence	All legal correspondence not associated with one of the other document types	Executive Division / Legal - General Legal Correspondence - ACT + 5CY	M - May Contain Confidential Information	U - Useful
Executive - Legal	Federal Legal Files	All legal communications with the federal government, including the Corps of Engineers and FEMA	ACT + !0 CY	M - May Contain Confidential Information	U - Useful
Executive - Deep Water Horizon Oil Spill	DWH Response	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	DWH NRDA and Documents	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	DWH Early Restoration	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Contractor – Pre-Settlement	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Pre-Settlement Litigation	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Deep Water Horizon Oil Spill	Settlement Documents	Mostly electronic; some paper	PERM	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Contractor – Post-Settlement	Paper and electronic	ACT + 10CY	M - May Contain Confidential Information	I - Important
Executive - Deep Water Horizon Oil Spill	DWH Restoration Project Selection and Implementation	Paper and electronic	ACT + 6CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Payroll	Timesheets, leave records/memos, prior period adjustments, payroll reports, audit reports	Executive Division / Human Resources - Payroll (timesheets, leave records/memos, prior period adjustments, payroll reports, audit reports) - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Benefits	Enrollments, changes, verifications, ACA	Executive Division / Human Resources - Benefits (enrollment, changes, verifications, ACA) - ACT + 70CY	C- Contains Confidential Information	V - Vital
Executive - Human Resources	OGB Invoicing		Executive Division / Human Resources - OGB Invoicing - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Personnel Files		Executive Division / Human Resources - Personnel Files (vital/non-vital) - ACT + 70CY	M - May Contain Confidential Information	V - Vital
Executive - Human Resources	Policies & Procedures		Executive Division / Human Resources - Policies and Procedures - PERM	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Human Resources	Position Descriptions		Executive Division / Human Resources - Position Descriptions - ACT + 5CY	P - Public Record	I - Important
Executive - Human Resources	Recruiting	Job vacancy announcements, applicant recaps/lists, non-hire applications	Executive Division / Human Resources - Recruiting (job vacancy announcements, applicant recaps/lists, non-hire applications) - ACT + 2CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	I-9's		Executive Division / Human Resources - I-9's - ACT + 3CY	C- Contains Confidential Information	V - Vital
Executive - Human Resources	Affirmative Action/EEO		Executive Division / Human Resources - Affirmative Action/EEO Records - ACT + 2CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Grievance, Appeals, Confidential, Discipline Records		Executive Division / Human Resources - Grievance, Appeals, Confidential, Discipline Records - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Workers Compensation		Executive Division / Human Resources - Workers Compensation Records - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	FMLA records		Executive Division / Human Resources - FMLA Records - ACT + 5CY	C- Contains Confidential Information	I - Important
Executive - Human Resources	Human Resources Correspondence & Reports		Executive Division / Human Resources - Human Resources Correspondence and Reports - ACT + 4CY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Human Resources	Civil Service Correspondence	Reports, job studies, business reorganization, DPRI, audits	Executive Division / Human Resources - Civil Service Correspondence (reports, job studies, business reorganization, DPRL, audits) - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Organizational Charts/Reporting Structures		Executive Division / Human Resources - Organizational Charts/Reporting Structures - ACT + 10CY	P - Public Record	I - Important
Executive - Human Resources	Safety Files	Checklists, read receipts, rosters, forms, communications, reports	ACT + 5CY		
Executive - Human Resources	Building Access Records	Guest logs, access card/key assignment forms	ACT + 2CY		
Executive - Human Resources	Blood Borne Pathogen Exposure Records		ACT + 30CY		
Executive - Human Resources	Safety Loss Prevention Manual		ACT + 3CY		
Executive - Outreach and Engagement	Annual Plan	Report	Permanent	P - Public Record	
Executive - Outreach and Engagement	Quarterly Report	Report	Permanent	P - Public Record	
Executive - Outreach and Engagement	Board Meeting Agenda	Board Meeting Record	ACT + 6 CY	P - Public Record	
Executive - Outreach and Engagement	Board Meeting Minutes	Board Meeting Record	ACT + 6 CY	P - Public Record	

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Outreach and Engagement	Board Meeting Presentations	Board Meeting Record	ACT + 6 CY	P - Public Record	
Executive - Outreach and Engagement	Press Releases	State of LA - Retention Record	ACT + 5 CY	P - Public Record	
Executive - Outreach and Engagement	E-Blast Newsletters	State of LA - Retention Record	ACT + 5 CY	P - Public Record	
Executive - Internal Audit	Internal Audit Reports	Finalized reports to the Executive Director for each Internal Audit summarizing the relevant findings, recommendations and other observations. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	P - Public Record	U - Useful
Executive - Internal Audit	Work papers	The organized set of documents in support of each Internal Audit report. These documents include Internal Audit analyses, source documents from within CPRA and relevant research. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	M - May Contain Confidential Information	U - Useful
Executive - Internal Audit	Planning documents	Documents created by Internal Audit for planning purposes only. These include the annual audit plan and risk assessment, work programs and/or planning memos unique to each audit, and general checklists. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	As-Builts	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Red-Line As-Builts	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	100% Awarded Plans	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	100% Specifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft Plans	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft Specifications	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Official Correspondence (NCC Letters/ Turnover Letters/Agreements/Cost Share /ROE etc.)	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Narrative Completion Report	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Project Description Document	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	NCC Surveys	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Compliance Surveys	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	QA/QC Documentation	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Modifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Request For Information (RFI)	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Design Change Notifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Submittals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Design Documentation Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Geotechnical Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Site Visit Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Meeting Agendas	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Distress Reports/Requests for Technical Assistance	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	USACE Elevation Report	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	OMRR&R Manuals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft OMRR&R Manuals	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Water Control Manuals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Permitting	Permits	Permits	Operations Division - Permits - LOA + 3CY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Quarterly Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Semi-Annual Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Annual Inspection Reports	33 CFR Inspections and Reports	Operations Division - 33 CFR Inspections and Reports - ACT + 4CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Periodic Inspection Reports	33 CFR Inspections and Reports	Operations Division - 33 CFR Inspections and Reports - ACT + 4CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Maps	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	File Tracking Spreadsheets (NCC/files/RTAs, etc.)	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Reviews on Draft Documents	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Vehicle Logs/Invoices	Administration Files	Operations Division - Administrative Files - ACT + 3CY	M - May Contain Confidential Information	I - Important
Operations - Flood	Timesheet Entries	Administration Files	Operations Division - Administrative Files - ACT + 3CY	M - May Contain Confidential Information	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Planning and Research - Strategic Planning	Master Plan Data	Data assembled and collected to support the Master Plan	LOA + 10CY	P - Public Record	V - Vital
Planning and Research - Strategic Planning	Master Plan Reports, Memos, and Appendices	Documentation of Master Plan model development and results	LOA + 10CY	P - Public Record	V - Vital
Planning and Research - Strategic Planning	Vendor resumes, Contracts, Task orders, and invoices	Vendor documentation for Task orders to support Master Plan development	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	External Agendas and Meeting Notes	External meeting documentation	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	Internal Agendas and Meeting Notes	Internal Meeting Documentation	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	Internal Process documentation	Process descriptions and policies	ACT + 1CY	P - Public Record	I - Important
Planning and Research - Studies & Environmental	Water Institute of the Gulf-CEA Task Orders	Original Notices to Proceed	LOA + 10CY These will most likely move to Accounting/ Project Support. They are originals but have been scanned and sent to TWIG and Project Support.	M - May Contain Confidential Information	U - Useful
Planning and Research - Studies & Environmental	LCA Project Accounting files	Copies of paid invoices	ACT+20CY	M - May Contain Confidential Information	U - Useful
Planning and Research - Studies & Environmental	CWPPRA Tech Committee Binders	Copies of Committee Binders- also available online	ACT + 20CY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Planning and Research - Studies & Environmental	LCA Final Report	Final reports of LCA Feasibility Studies	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Studies & Environmental	Coastal Forest Conservation Initiative Program	Program Files and Final Reports	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Studies & Environmental	Cultural Resource Investigations	Final Reports	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Strategic Planning	Project Maps	The final version of the maps.	LOA + 10CY	P - Public Record	U - Useful
Project Management	Data Collection Reports	Geotechnical, Surveying, Water Levels, Wave Modeling, etc.	Project Management and Engineering Divisions - Data Collection Reports – Design – Geotechnical, Surveying, Water Levels, Wave Modeling, Etc. - ACT + 25CY	P - Public Record	I - Important
Project Management	Preliminary Design	Represents a milestone in the design phase and may also contain drawings used to determine the constructability of projects.	Project Management and Engineering Divisions - 30% Design Package - ACT + 25CY	P - Public Record	I - Important
Project Management	Final Design	Represents a milestone in the design phase and contains drawings used for developing construction strategies.	Project Management and Engineering Divisions - 95% Design Package - ACT + 25CY	P - Public Record	I - Important
Project Management	Final Plans & Specifications	A milestone in design phase that is used for preparing projects for construction phase and bidding processes where applicable.	Project Management and Engineering Divisions - Final Plans and Specifications - ACT + 25CY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	Environmental Studies & Reports	Various reports (project specific) that determine the environmental, habitat, and cultural resource impacts of construction within the project footprint.	Project Management and Engineering Divisions - Environmental Studies and Reports - ACT + 25CY	P - Public Record	I - Important
Project Management	Project Permits - Signed	State CUP Permits; USACE Permits; Dredging Permits; DEQ Permits, Pipeline Crossing Agreements; Fill Material License; and others as determined by project scope.	Project Management and Engineering Divisions - Project Permits - Signed - ACT + 25CY	P - Public Record	I - Important
Project Management	Construction Completion Reports / Deliverables	Includes all reports and drawings as specified in construction contracts based on the project scope.	Project Management and Engineering Divisions - Construction Completion Reports/Deliverables - ACT + 25CY	P - Public Record	I - Important
Project Management	As-Built Documents	Includes stamped drawings of final construction of the project as accepted as complete.	Project Management and Engineering Divisions - As-Built Documents - ACT + 25CY	P - Public Record	I - Important
Project Management	Annual Plan	Bound published document that provides CPRA 3-year forecast on implementation.	Project Management - Project Controls - Annual Plan - LOA	P - Public Record	V - Vital
Project Management	GOCA Fact Sheets	No longer a CPRA document. Produced solely by GOCA	Project Management - Project Controls - GOCA Fact Sheets - LOA	P - Public Record	U - Useful
Project Management	HB1 Request	Operational Budget Document	Project Management - Project Controls - HB1 Request - LOA	M - May Contain Confidential Information	V - Vital
Project Management	HB2 Request	Project Budget Document (Posts electronically via e-Corts.	Project Management - Project Controls - HB2 Request - LOA	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	IMPR (Internal Monthly Progress Report)	Internal electronic .pdf format monthly project status updates.	Project Management - Project Controls - IMPR (Internal Monthly Progress Report) - LOA	C- Contains Confidential Information	I - Important
Project Management	Operational Plan	Annual outlook on project performance metric.	Project Management - Project Controls - Operational Plan - LOA	P - Public Record	V - Vital
Project Management	Performance Indicators	Quarterly status report on project performance.	Project Management - Project Controls - Performance Indicators - LOA	P - Public Record	I - Important
Project Management	Quarterly Reports	Provide schedule content and financial content.	Project Management - Project Controls - Quarterly Reports - LOA	P - Public Record	U - Useful
Project Management	Tobin Maps	Parish Maps that show property ownership with Section-Township-Range	Project Management – Land Rights - Tobin Maps - PERM	C- Contains Confidential Information	V - Vital
Project Management	Property Abstracts	Chain of title for properties within project footprints.	Project Management – Land Rights - Property Abstracts - LOA	P - Public Record	V - Vital
Project Management	Land Agreements	Temporary or Permanent servitude information that are the original, stamped documents for project land agreements. Includes Corps 303(e) requests.	Project Management – Land Rights - Permanent Land Agreements - LOA	M - May Contain Confidential Information	V - Vital
Project Management	Land Rights Certification Files	Transmittal copies of team notification that land rights have been acquired sufficient to construct projects.	Project Management – Land Rights - Land Rights Contracts and Contractor Tasking Files - LOA	P - Public Record	V - Vital
Project Management	Land Rights Budget Files	Informational documentation of land rights acquisition costs.	Project Management – Land Rights - Land Rights Budget Files - ACT + 5CY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	Parcel/Tract Surveys	Permanent survey records of properties acquired by the State. ORIGINAL DOCUMENTS.	Project Management – Land Rights - Parcel / Tract Surveys - ACT	M - May Contain Confidential Information	V - Vital
Project Management	Authorizations for Entry for Surveys	Documents with original signatures from landowners; corps personnel, etc. allowing access to the property.	Project Management – Land Rights - Authorizations for Entry for Surveys - ACT + 5CY	M - May Contain Confidential Information	I - Important
Project Management	Land Appraisals	Appraisal for properties that have been purchased and established Fair Market Value.	Project Management – Land Rights - Land Appraisals - LOA	M - May Contain Confidential Information	V - Vital
Project Management	Appropriations/Expropria-tions	Documentation of proceedings for parish or levee district acquired property through non-traditional acquisition.	Project Management – Land Rights - Appropriations / Expropriations - LOA	P - Public Record	V - Vital
Project Management	Corps Crediting Applications	Correspondence with documentation that CPRA has expended 'X' dollars for the acquisition of property. LERRDS	Project Management – Land Rights - Corps Crediting Applications - ACT	P - Public Record	V - Vital
Project Management	Oyster Lease Acquisitions and Extinguishments	Correspondence to oyster lease owner to inform owner his lease has been acquired with the dollar amount.	Project Management – Land Rights - Oyster Lease Acquisitions and Extinguishments - LOA	P - Public Record	V - Vital
Project Management	Oyster Lease Impact Analysis	Scientific/biological assessment of oyster lease and how project construction impacts leases.	Project Management – Land Rights - Oyster Lease Impact Analysis - LOA	P - Public Record	V - Vital
Project Management	Historical Oyster Records	Variety of documents of historical nature for purposes of research and reference.	Project Management – Land Rights - Historical Oyster Records - PERM	P - Public Record	V - Vital

ATTACHMENT VI: 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 electronically accept Automated Clearing House (ACH) credit files and remittance information. Additional information and an enrollment form are available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov .

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

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 VII: ENTERPRISE ARCHITECTURE REQUIREMENTS

1.1 Technology Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of eight core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

1.2 Key Goals

1. The consuming application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in C#/.Net although other integrations may exist.
2. All applications or systems integrating into the EA platform must integrate into these components using standard SOAP/REST APIs or connectors or message queues within the ESB or APIGW.
3. All applications or systems integrating into the EA platform must integrate with the Identity Access Management /Single Sign On, API Gateway, and/or Enterprise Service Bus components, irrespective of which of the other components will be used.
4. All integrations must be reviewed and approved through the State's governance processes.

1.3 Operations and Governance

The Enterprise Architecture is designed upon the Information Technology Information Library (ITIL) and The Open Group Architectural Framework (TOGAF) frameworks. Integrating solutions shall adhere to the State's Enterprise Architecture Governance processes to include:

- **Change and Release Management**
    - Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation
- **Performance Management**
    - Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices
    - Real-time Business and IT dashboards will be published
    - Integrating systems shall define uptime and performance SLAs as part of any resulting contract
- **Incident and Problem Management**

- Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State's CCB

- **Availability Management**
  - High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually
  - eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and updated as required to reflect changes to both business strategy and IT technologies.

1.4 Software

The eight components include the following:

1. **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, are validated through a common security portal using Security Assertion Markup Language (SAML) for authorization and authentication. Users maintain a single account for use across all consuming systems. The use of JSON Web Tokens (JWT) has also been approved.
2. **API Gateway (APIGW)** – Applications communicate through the APIGW to access other enterprise components and to integrate via web services (SOAP or RESTful) to systems both inside and outside of the State's network.
3. **Enterprise Service Bus (ESB)** – The ESB provides API connections to legacy applications and mainframe systems in addition to providing support for process queues. Access to the ESB is done via web services (SOAP or RESTful) or through message queues.
4. **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "entity" or a "person", to improve data integrity within and across applications statewide. Use of the MDM is highly encouraged by the State's Enterprise Data Management group to develop Statewide master person/entity relationships across the enterprise.
5. **Data Warehousing (DWH)** – Statewide data storage system that allows for cross application or even statewide reporting of information.
6. **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.
7. **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications via print, email, and SMS. The CC component fully integrates into the State's Enterprise Print Center for print and mail fulfillment.
8. **Business Rules Engine (BRE)** - Creates and maintains the rules that underlie the decision logic within an application.

1.5 Support Tiers

These components are separated into two support tiers. Contractors are required to utilize Tier 1 components for any system integration. Use of Tier 2 components is not mandatory but is highly encouraged where appropriate.

Tier 1:

- Identity Access Management/Single Sign On
- API Gateway
- Enterprise Service Bus

Tier 2:

- Master Data Management
- Data Warehousing
- Electronic Document Storage
- Consumer Communications
- Business Rules Engine

In addition to these components, the EA system uses many software systems for reporting, monitoring, file transfers, workload scheduling, work management, application lifecycle management, and other ancillary functions.

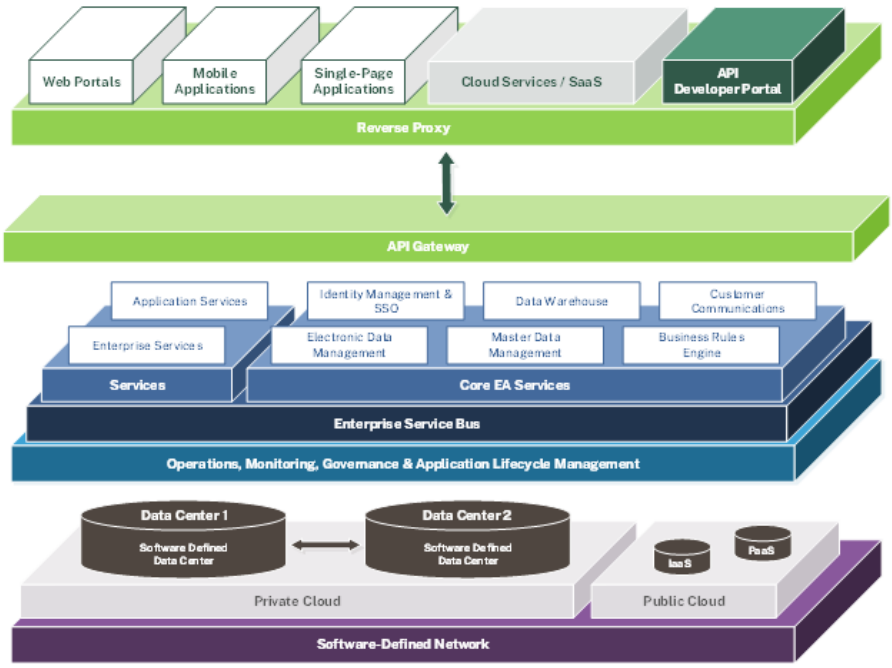


Figure 1 - EA Conceptual Model

1.6 Environments

The EA system provides three environments into which consuming systems to integrate. These environments are separated according to the data classification of any data processed by consuming systems, according to the data classifications rules in the OTS Information Security Policy. The three environments are:

1. **Production (PROD)** – Contains all production systems. The use case for this environment is for any production system. This environment is highly available, in an active/active configuration.

2. **Non-Production/Restricted (NPR)** – Contains non-production systems which consume or process restricted information. Use cases for this environment include User Acceptance Testing (UAT), Staging,

and Conversion.

3. **Non-Production/Non-Restricted (NPNR)** – Contains non-production systems which consume or process non-restricted information. Use cases for this environment include Development, System Integration Test (SIT), and Training. This environment is highly available, in an active/active configuration.

Additionally, the EA system has a single **Development (DEV)** environment which is not exposed for consuming system use. The Development environment is used for testing EA platform upgrades, hardware and software updates, and other system changes.

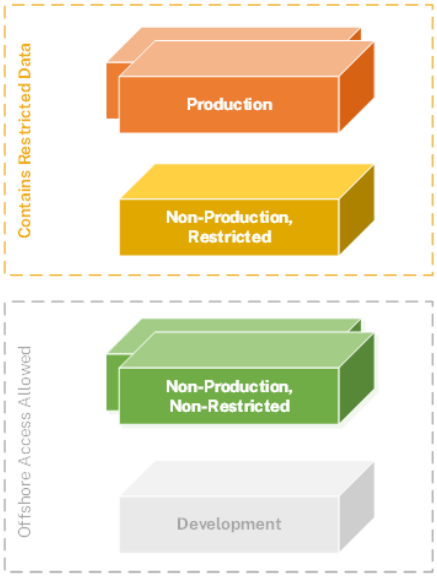


Figure 2 - Environment Design

1.7 Technology Stack

Version numbers are shown, where appropriate, and are subject to change

1.8 Infrastructure

Item	Vendor	Description	Version
Nutanix	Nutanix/Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
VxRail	Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
ESXi	VMware		
vCenter	VMware		

NSX	VMware		
SRM	VMware		
Windows Server	Microsoft	Standard OS for Windows	2012 R2
RedHat Enterprise Linux	RedHat	Standard OS for Linux	
MS SQL Server 2014	Microsoft	Enterprise Database/Storage Engine	Enterprise

1.9 Core Components

Item	Vendor	Description	Version
Decision Center, Decision Server	IBM	Business Rules Engine (BRE)	v8.x
Exstream	Opentext	Client Communications, Correspondence Generation (CC)	v9.x
Pentaho	Hitachi Data Systems	Data warehouse and Analytics (DWH)	v5.x
Case Foundation, Content Manager, Enterprise Records Foundation	IBM	Electronic Document Management (EDMS)	v5.x
webMethods	Software AG	Enterprise Service Bus (ESB)	v9.x
API Gateway	Broadcom	Enterprise API Gateway	
Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On	Broadcom	Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)	v12.x
InfoSphere	IBM	Master Data Management suite (MDM)	

1.10 Performance, Monitoring, & Lifecycle Management

Item	Vendor	Description	Version
Bamboo	Atlassian	Continuous Integration, Deployment, and Delivery	
GitHub Enterprise	GitHub	Source Code Repository	2.7
IBM Workload Scheduler	IBM	Job Scheduling	
Jama	Jama Software	Requirements Tracking & Control	
JIRA	Atlassian	Issue & Project Tracking	7.0
McAfee Enterprise Security Manager	Intel	DevOps/Automation	
MoveIT	Ipswitch	Enterprise Managed File Transfer	
Nagios	Nagios	Infrastructure monitoring/alerting	XI
NewRelic APM	NewRelic	Application performance monitoring	
Puppet Enterprise	Puppet	DevOps/Automation	
Splunk	Splunk	Operational Intelligence	

1.11 Contractor Requirements for Integration

If applicable, Contactor shall

- Ensure integration with the State's Identity Access Management/Single Sign On system for both internal and external users. Integrating systems must use this system for all authentication and authorization functions.

- Ensure their solution will utilize the State's Enterprise Service Bus and API Gateway for all API or real time interfaces, or any interactions with other EA or State technology components. All integrating connections must be made using standard SOAP/REST APIs or connectors or message queues within the Electronic Service Bus or API Gateway. The use of JSON Web Tokens (JWT) may be approved by the State.

- Utilize the State's MoveIT platform for all file transfers. The preferred connection method is FTPS (FTP over SSL) which requires a server-side CA certificate - no self-signed certificate will be allowed. 256-bit, FIPS 140-2 validated AES encryption is used to protect any transmitted files from unauthorized use, theft, hacking and/or viewing while stored on State resources. PGP/GPG file type encryption is also required with an exchange of public keys.