



**BILLY NUNGESSER**  
LIEUTENANT GOVERNOR

**State of Louisiana**  
**OFFICE OF THE LIEUTENANT GOVERNOR**  
**DEPARTMENT OF CULTURE, RECREATION & TOURISM**  
**OFFICE OF THE SECRETARY**

**Louisiana Department of Culture, Recreation and Tourism**  
**Request for Proposals for the**  
**Management and Operation of the**  
**Black Bear Golf Course, Black Bear Clubhouse and Lodge,**  
**Poverty Point Reservoir State Park,**  
**and the Poverty Point North Marina Complex**

**I. Introduction**

The Louisiana Department of Culture, Recreation and Tourism (DCRT) invites qualified proposers to submit proposals to operate, maintain, and manage the Black Bear Golf Course and Pro Shop (BBGC); the Black Bear Lodge, Conference Center, and Grill (Lodge); Poverty Point Reservoir State Park (Park); and the Poverty Point North Marina Complex (Marina). These four components are collectively referred to as "the Project."

The public purpose and goal of the Project is to provide high-quality outdoor recreation amenities to the public in accordance with the DCRT's mission and governmental purposes, through one or more private providers under one or more long-term, revenue-sharing agreements that will be negotiated and let in accordance with La. R.S. 36:204(B)(9)(b) and other applicable laws. Objectives include improved visitor services and facilities, increased operational efficiency, decreased reliance on public funds, and increased financial sustainability in carrying out the DCRT's public functions.

The Project is anticipated to be expenditure-neutral and revenue-positive for the DCRT. Contractor(s) shall be responsible for all costs associated with carrying out the activities described within each component.

**II. The Project Components**

The DCRT is seeking qualified party(ies) to operate, maintain, and manage the following components of the Project:

- A. **Component A (BBGC):** The Black Bear Golf Course, an 18-hole golf course on Louisiana's Audubon Golf Trail, and its pro shop. [Exhibit A-1]
- B. **Component B (Lodge):** The Black Bear Lodge (a 17-room hotel with a swimming pool and tennis courts), Conference Center, and Grill/Restaurant. [Exhibit A-2]
- C. **Component C (Park):** Poverty Point Reservoir State Park, a recreational area located adjacent to the 2,700 acre Poverty Point Reservoir, that includes a picnic area and pavilions, eight waterfront cabins, four lodges, 54 RV campsites, a meeting room, nature trails, splash pad, day-use areas, a boat launch, and fishing piers. [Exhibit A-3]

D. **Component D (Marina):** The North Marina Complex, which includes a bait shop, swimming beach area, boat launch, fishing pier, fish cleaning station, and 48 covered boat slips. [Exhibit A-4]

The DCRT prefers to enter into a single agreement with one contractor to operate, maintain, and manage the entire Project, including all Components A–D. This preference is reflected in the scoring described in Section V. Evaluation Procedure and Criteria.

However, the DCRT will also consider and evaluate partial-scope proposals for one or more components and may issue multiple awards by component if deemed most advantageous to the DCRT.

### III. Property/Location

The BBGC, Lodge, Park, and Marina are located in Richland Parish, north of Delhi, Louisiana, just off Interstate 20, between Monroe, Louisiana and Vicksburg, Mississippi. The property and facilities will be referred to collectively as the Property.

**Exhibit A** provides a satellite map of the Property. **Exhibit B** provides information about the BBGC, the Lodge, the Park, and the Marina, including location, visitation data, revenue, amenities, and potential for improvements. The **Schedule of Events** provides a planned date for a site visit of the Property for interested parties.

The legal descriptions of the Property are available on the website, [www.opportunitiesinlouisiana.com](http://www.opportunitiesinlouisiana.com). Any concession lease, cooperative endeavor agreement, and/or other contract/agreement resulting from this Request for Proposals (RFP) is subject to all rights-of-way, easements, and servitudes of record.

### IV. Authority

La. R.S. 36:204(B)(9)(b) authorizes DCRT to enter agreements outside standard public lease law if the agreement:

- Requires a private entity to undertake activities or construct improvements on DCRT's immovable property that will support DCRT's public purposes, and
- The agreement is negotiated and let according to fair, reasonable, and relevant criteria.

La. R.S. 36:201 provides the DCRT's public purposes, and La. R.S. 36:208 provides the public purposes of the DCRT's offices. La. R.S. 56:1682 provides specifically for the public purposes of the office of state parks. La. R.S. 56:1685(C)(24) recognizes and designates Poverty Point Reservoir as a state park.

La. R.S. 56:1687 authorizes the DCRT to engage in cooperative endeavors with any public or private association, corporation or individual in matters relating to acquiring, establishing, developing, improving or maintaining any park, parkway or recreational area; to construct and operate suitable public service privileges and conveniences on any office of state parks holding, and collect reasonable fees and charges for the use of such facilities; to charge a fee and collect

rents and other payments for the leasing of concessions or granting of other privileges in or on an office of state parks holding.

La. R.S. 56:1703 and La. R.S. 56:1705 provide for the deposit and use of funds generated by state parks, including, specifically, Poverty Point Reservoir State Park.

La. R.S. 39:11 provides that the commissioner of administration shall be an essential party to all transactions involving immovable property in which the state has an interest. No such immovable property shall be acquired, transferred, leased, or encumbered without the commissioner being a party to the transaction.

La. R.S. 39:366.11 requires that any cooperative endeavor agreement expected to result in any nonpublic party to the agreement generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource, must be sent to the commissioner of administration and the Joint Legislative Committee on the Budget for review.

La. Const. Article 7 Section 14 prohibits donations of state funds, credit, property, or things of value, and authorizes the state to enter into cooperative endeavors for a public purpose with any public or private association, corporation, or individual.

DCRT is limited in its ability to negotiate any agreement that results from this RFP. Contracts with the State of Louisiana must comply with all applicable laws, rules, and policies, many of which are noted in this RFP and the attached Agreement Template [**Exhibit C**]. Additionally, to be eligible to enter into a contract with the State of Louisiana, the contracting entity must be in good standing with the Louisiana Secretary of State, must not be delinquent in taxes owed to the State of Louisiana and payable to the Department of Revenue, and must not be suspended or debarred. By submitting a proposal in response to this RFP, the proposer shall certify it agrees to and shall maintain compliance with all applicable terms, conditions, and legal requirements.

## **V. Evaluation Procedure and Criteria**

Proposals must be received by the DCRT no later than the deadline in the Schedule of Events. Proposals received by the deadline will first be reviewed by staff to determine eligibility and substantial compliance with the RFP requirements.

Each Proposal must clearly indicate which Component(s) the proposer is seeking to operate and manage. Proposals that are received timely, meet eligibility requirements, and substantially comply with the RFP requirements shall be evaluated by a committee, using consensus-based scoring, based on the following criteria:

**Approach and Methodology (25%)** – Consideration of how effectively the proposer demonstrates an understanding of the challenges and objectives associated with the Project or the Project components the proposer seeks to manage, maintain, and operate. The committee will evaluate the proposer’s plans, staffing approach, timelines, and any other relevant information needed to carry out the Project. **Score 0-25 points**

**Feasibility and Capacity (40%)** – Consideration of the proposer’s relevant experience, certifications, financial stability and resources, staff qualifications, business track record, and any other evidence indicative of the proposer’s capacity and ability to successfully carry out the Project as proposed. **Score 0-40 points**

**Financial Proposal (25%)** – Consideration of the estimated revenue that will be remitted to the DCRT, based on the proposer’s business plan and revenue-sharing proposal, taking into account its short-term and long-term financial plans. The committee may also consider the value of any proposed improvements to the Property. **Score 0-25 points**

**Scope (10%)** – Consideration of the proposer’s proposed scope of management (full-scope or partial scope). Full-scope proposals may receive up to an additional ten (10) points for assuming responsibility for all components of the Project. **Score 0-10 points**

## **VI. Submitting a Proposal**

**A.** Proposals must be submitted by email or hand-delivered by the deadline in the Schedule of Events.

- 1. Hand-delivered submissions.** Proposer is solely responsible for ensuring that its courier service makes inside deliveries to the DCRT’s physical location:

Louisiana Department of Culture, Recreation and Tourism  
c/o Anne Richey, Attorney at Law  
Office of Management and Finance  
1051 N. Third Street, Suite 240  
Baton Rouge, LA 70802

- 2. Electronic submissions.** Proposer is solely responsible for ensuring that its proposal is of a size and format that may be received via email, submitted to [proposals@crt.la.gov](mailto:proposals@crt.la.gov). It is recommended that the proposer use a “Request Delivery Receipt” or “Request Read Receipt” to verify e-delivery was successful.

**B.** Proposals should include all of the following:

- 1. Proposer Information.** Submit a cover letter on the proposer’s letterhead that provides:
  - a.** The legal name of the proposer. If proposer is a business, it must provide a Certificate of Good Standing if organized under Louisiana law; otherwise, it must provide a Certificate of Good Standing from the applicable state agency from the state in which the proposer is organized. The legal name must match the name on the proposer’s W-9.
  - b.** The name, title, and contact information of the person who shall serve as the point of contact to request and provide questions, answers, and other information about the proposal and RFP process.

- c. A statement of interest to enter into an Agreement with the DCRT to carry out the Project or one or more specified components of the Project. If the proposal is not a full-scope proposal (i.e., to carry out the entire Project), the proposer must clearly designate which component(s) the proposer seeks to carry out.
- d. The signature, name, and title of the person with the authority to act on behalf of the proposer, including the submission of the proposal, the certifications required, and to negotiate and sign any Agreement that results from the RFP
- e. Certification and/or documentation that the signatory, on behalf of the proposer, is authorized to act on behalf of the proposer (e.g., a board resolution) and that the proposer agrees to comply with all requirements, terms, and conditions described in the RFP and all attachments.

## 2. Approach and Methodology

**The proposal must include the proposer's approach and methodology to carry out and meet the requirements of each component the proposer seeks to manage, maintain, and operate.**

Proposers submitting partial-scope proposals (i.e., one or more components, but not the entire Project) must also include a coordination plan that explains how they will ensure a seamless guest experience, maintain compatible data and reporting systems, align marketing efforts, and uphold consistent service and operational standards across all components of the Project.

Proposers submitting full-scope proposals (i.e., to be responsible for the entire Project) may combine responses as appropriate (e.g., a single, unified marketing and community outreach plan).

Please explain the proposer's approach and methodology to address all of the following Project requirements, as applicable:

- a. **Component A (BBGC):** The Black Bear Golf Course, an 18-hole golf course on Louisiana's Audubon Golf Trail, and its pro shop.
  - 1) **Operations:** Manage all daily golf-course functions, including staffing, tee-sheet scheduling, pro shop retail, equipment rentals and repairs, food and beverage cart service, instruction programs, and tournament coordination. Oversee operational expenses and equipment needs. Operations must also address day-to-day expenses, including but not limited to, staffing, utilities, insurance, and supplies; equipment needs; and ongoing compliance with all applicable regulations.
  - 2) **Revenue Management:** Implement dynamic pricing for green fees, carts, memberships, range use, events, and merchandise, aligned with business objectives.
  - 3) **Systems:** Operate tee-time, POS, inventory, and data-reporting systems.
  - 4) **Transition and Start-Up:** Provide a comprehensive transition and start-up plan addressing staffing; procurement of equipment and supplies; vendor

onboarding and setup; installation of all required systems; acquisition of permits and licenses; and coordination with the DCRT to ensure timely preparation and continuity of operations.

- 5) **Risk Management and Compliance:** Implement comprehensive risk-mitigation and safety procedures, as applicable; identify, assess, and mitigate operational hazards; maintain all required insurance; and ensure full compliance with all applicable federal, state, and local laws and regulations. Maintain and update all operational, environmental, food and alcohol-related permits and inspections, water-safety protocols, as applicable; implement safety plans, hazard-mitigation measures, emergency response procedures, and incident-reporting systems; and uphold all organizational policies related to legal, regulatory, and safety compliance.
  - 6) **Customer Experience:** Ensure pace-of-play management, high-quality practice facilities, smooth tournament operations, and consistent guest-service standards.
  - 7) **Marketing and Community Engagement:** Develop and execute a brand strategy, including digital presence, and package offerings (such as stay-and-play or retreat packages). Support cross-marketing and community engagement efforts with Lodge, Park, and Marina components; maintain partnerships with local organizations; and participate in events that strengthen community relationships.
  - 8) **Capital and Maintenance:** Perform preventive and corrective maintenance; manage equipment and utility infrastructure; ensure compliance with inspections and code requirements; recommend capital improvements as needed.
  - 9) **Alcohol Service:** Obtain and maintain all required alcohol permits and licenses, ensure full compliance with all applicable state and local alcohol regulations, implement responsible service practices, ensure that all staff obtain and maintain appropriate Responsible Vendor/Server certifications (or equivalent), enforce strict identification (ID) verification and service refusal protocols when appropriate.
  - 10) **Agronomy:** Maintain turf and course conditions to required standards, including irrigation, fertilization, mowing, pest management, and environmental compliance. Perform preventive and corrective agronomic maintenance.
- b. **Component B (Lodge):** The Black Bear Lodge (a 17-room hotel with a swimming pool and tennis courts), Conference Center, and Grill/Restaurant.
- 1) **Operations:** Full-service food and beverage operations; employee staffing and scheduling; front desk operations; housekeeping; guest services; and conference/banquet management (including event and audiovisual setup). Operations must also address day-to-day expenses, including but not limited to, staffing, utilities, insurance, and supplies; equipment needs; and ongoing compliance with all applicable regulations.

- 2) **Revenue Management:** Develop and implement pricing strategies for rooms, conferences, and food and beverage services, including alcohol. Rate structures should incorporate seasonal, weekend, and event-based pricing and align with the overall business plan.
- 3) **Systems:** Operate an integrated Property/Performance Management System (PMS), booking engine, channel management platform, and POS systems. Ensure PCI compliance. Maintain a banquet and event booking system, and data reporting systems.
- 4) **Transition and Start-Up:** Provide a comprehensive transition and start-up plan addressing staffing; procurement of equipment and supplies; vendor onboarding and setup; installation of all required systems; acquisition of permits and licenses; and coordination with the DCRT to ensure timely preparation and continuity of operations.
- 5) **Risk Management and Compliance:** Implement comprehensive risk-mitigation and safety procedures, as applicable; identify, assess, and mitigate operational hazards; maintain all required insurance; and ensure full compliance with all applicable federal, state, and local laws and regulations. Maintain and update all operational, environmental, food and alcohol-related permits and inspections, water-safety protocols, as applicable; implement safety plans, hazard-mitigation measures, emergency response procedures, and incident-reporting systems; and uphold all organizational policies related to legal, regulatory, and safety compliance.
- 6) **Customer Experience:** Maintain required levels of cleanliness, safety, ADA accessibility, ensure consistent, high-quality hospitality service standards, including responsiveness, customer service, issue resolution, and documentation of compliance with regulatory standards, and ensure ADA accessibility.
- 7) **Marketing and Community Engagement:** Develop and execute a brand strategy, including digital presence, online travel agency strategies (for the Lodge), and package offerings (such as stay-and-play or retreat packages). Support cross-marketing and community engagement efforts with BBGC, Park, and Marina components; maintain partnerships with local organizations; and participate in events that strengthen community relationships.
- 8) **Capital and Maintenance:** Implement preventive maintenance programs; manage Furniture, Fixtures, and Equipment (FF&E) cycles; maintain and replace kitchen equipment; perform corrective maintenance as needed; and propose capital expenditures where applicable. Ensure compliance with safety codes, permits, and inspection requirements.
- 9) **Alcohol Service:** Obtain and maintain all required alcohol permits and licenses, ensure full compliance with all applicable state and local alcohol regulations, implement responsible service practices, ensure that all staff obtain and maintain appropriate Responsible Vendor/Server certifications (or equivalent), enforce strict identification (ID) verification and service refusal protocols when appropriate.

- c. **Component C (Park):** Poverty Point Reservoir State Park, a recreational area located adjacent to the 2,700 acre Poverty Point Reservoir, that includes a picnic area and pavilions, eight waterfront cabins, four lodges, 54 RV campsites, a meeting room, nature trails, splash pad, day-use areas, a boat launch, and fishing piers.
- 1) **Operations:** Comprehensive park operations, including management of cabins, campsites, lodges, pavilions, meeting rooms, nature trails, splash pad, day-use areas, boat launch, and fishing piers; housekeeping; perform guest check-in/out; oversee equipment, facility maintenance, staffing, and visitor services. Operations must also address day-to-day expenses, including but not limited to, staffing, utilities, insurance, and supplies; equipment needs; and ongoing compliance with all applicable regulations.
  - 2) **Revenue Management:** Establish pricing for lodging, camping, pavilions, meeting room; incorporate seasonal and event-based adjustments.
  - 3) **Systems:** Operate campsite and lodging reservation systems, POS, and data-reporting systems.
  - 4) **Transition and Start-Up:** Provide a comprehensive transition and start-up plan addressing staffing; procurement of equipment and supplies; vendor onboarding and setup; installation of all required systems; acquisition of permits and licenses; and coordination with the DCRT to ensure timely preparation and continuity of operations.
  - 5) **Risk Management and Compliance:** Implement comprehensive risk-mitigation and safety procedures, as applicable; identify, assess, and mitigate operational hazards; maintain all required insurance; and ensure full compliance with all applicable federal, state, and local laws and regulations. Maintain and update all operational, environmental, food and alcohol-related permits and inspections, water-safety protocols, as applicable; implement safety plans, hazard-mitigation measures, emergency response procedures, and incident-reporting systems; and uphold all organizational policies related to legal, regulatory, and safety compliance.
  - 6) **Customer Experience:** Ensure guest safety, maintain park rules and quiet hours, provide consistent service standards, support educational and interpretive programs, and ensure ADA accessibility.
  - 7) **Marketing and Community Engagement:** Support educational programs, local partnerships, volunteer events, and community outreach that promote park use and environmental stewardship.
  - 8) **Capital and Maintenance:** Perform preventive and corrective maintenance for cabins, campsites, trails, piers, and facilities; manage equipment and utility infrastructure; ensure compliance with inspections and code requirements; recommend capital improvements as needed.
  - 9) **Resource Stewardship:** Implement trail maintenance, habitat protection, erosion control, and invasive-species management; comply with all environmental, safety, and accessibility regulations; maintain required permits and documentation.

- d. **Component D (Marina):** The North Marina Complex, which includes a bait shop, swimming beach area, boat launch, fishing pier, fish cleaning station, and 48 covered boat slips.
- 1) **Operations:** Manage employee staffing, slip leasing, transient docking, bait and tackle retail, boat-launch operations, dock assignments, operational expenses; maintain equipment and provide boater assistance and customer service. Operations must also address day-to-day expenses, including but not limited to, staffing, utilities, insurance, and supplies; equipment needs; and ongoing compliance with all applicable regulations.
  - 2) **Revenue Management:** Implement pricing strategies for slip rentals, transient fees, fuel (if applicable), retail sales, and launch/parking fees.
  - 3) **Systems:** Operate slip-management systems, POS, inventory controls, and data reporting tools.
  - 4) **Transition and Start-Up:** Provide a comprehensive transition and start-up plan addressing staffing; procurement of equipment and supplies; vendor onboarding and setup; installation of all required systems; acquisition of permits and licenses; and coordination with the DCRT to ensure timely preparation and continuity of operations.
  - 5) **Risk Management and Compliance:** Implement comprehensive risk-mitigation and safety procedures, as applicable; identify, assess, and mitigate operational hazards; maintain all required insurance; and ensure full compliance with all applicable federal, state, and local laws and regulations. Maintain and update all operational, environmental, food and alcohol-related permits and inspections, water-safety protocols, as applicable; implement safety plans, hazard-mitigation measures, emergency response procedures, and incident-reporting systems; and uphold all organizational policies related to legal, regulatory, and safety compliance.
  - 6) **Customer Experience:** Provide dockhand support; manage seasonal operations; maintain clear communication with slip holders and transient boaters; ensure high-quality service and guest satisfaction.
  - 7) **Marketing and Community Engagement:** Participate in local events, boating programs, educational activities, and partnerships that support tourism, conservation, and community participation.
  - 8) **Capital and Maintenance:** Conduct preventive and corrective maintenance of docks, utilities, boat slips, and marina infrastructure; maintain retail and operational equipment; comply with inspection and safety requirements; recommend capital improvements.
  - 9) **Alcohol Service:** Obtain and maintain all required alcohol permits and licenses, ensure full compliance with all applicable state and local alcohol regulations, implement responsible service practices, ensure that all staff obtain and maintain appropriate Responsible Vendor/Server certifications (or equivalent), enforce strict identification (ID) verification and service refusal protocols when appropriate.

**10) Safety and Compliance:** Comply with boating, water-safety, and environmental regulations; maintain emergency protocols; maintain fuel handling and spill-prevention measures (if applicable); manage pump-out operations; ensure dock safety inspections; and maintain all required operational permits.

### 3. Feasibility/Capacity

The proposal must include information and documentation of the proposer's ability to carry out the Project or the specified component(s) of the Project, including the proposer's experience, certifications, skills, qualifications, background, financial capacity, and any other information relevant to the Project or the specified Component(s) of the Project, as applicable.

- a. **Experience and Qualifications.** Proposers shall provide a detailed description of their relevant experience and organizational qualifications. At a minimum, submissions should address the following:
- 1) Demonstrated experience operating and maintaining facilities comparable in size, complexity, and scope to the BBGC, Lodge, Park, and Marina, as applicable.
  - 2) Relevant professional certifications, licenses, and industry credentials held by the proposer and its key staff.
  - 3) Qualifications, training, and experience of key personnel who will be assigned to the Project (or specified Project component), including management and operational staff.
  - 4) The proposer's business track record, including past performance, safety record, compliance history, customer service ratings, environmental stewardship performance, and operational reliability.
  - 5) Any additional information demonstrating the proposer's ability to successfully perform the services required, improve visitor experience, maintain facilities to high standards, and manage operational and financial risks.
- b. **Financial Resources and Stability.** Proposers shall provide evidence of financial strength sufficient to operate, maintain, and improve the facilities as proposed. At a minimum, submissions should include:
- 1) Audited financial statements, annual reports, or other verifiable financial documentation from the most recent three fiscal years. Proposers may mark this information as "Confidential" pursuant to Section VIII.C. Public Records.
  - 2) Description of the proposer's financial capacity to fund start-up/transition costs, operating expenses, staffing requirements, equipment purchases, maintenance obligations, and capital improvements (if proposed or required).

- 3) Identification of available financial resources, including working capital, lines of credit, financing arrangements, or other funding sources that support operational reliability and long-term sustainability.
  - 4) Disclosure of any material financial events, litigation, bankruptcy, debt restructuring, or other conditions that may affect the proposer's ability to perform.
  - 5) Evidence of the proposer's internal financial controls, accounting practices, and reporting systems to ensure accuracy, transparency, and compliance with contract requirements.
  - 6) Evidence of sufficient financial stability and resources to support operations, transition/start-up activities, staffing, capital needs, and ongoing maintenance obligations.
- c. **Proposed Revenue/Financial.** Please present the proposed budget, proposed revenue-sharing proposal, estimated annual gross revenue, and estimated total annual revenue that will be remitted to the DCRT, based on the proposer's business plan and revenue-sharing proposal for each revenue generating category in the proposal, taking into account its short-term and long-term financial plans. When preparing the budget, note that the successful contractor will be responsible for all costs associated with managing, maintaining, operating the Project or specified component(s) of the Project, as applicable, including supplies, utilities, and staffing. The DCRT will be responsible for major repairs. The proposer may also submit information pertaining to the estimated value of any proposed major repairs and/or improvements it seeks to carry out or the estimated enhanced value of the Property that may result from said work. Any major repairs and improvements must be approved in advance by the DCRT.
- d. **Scope.** The proposer may submit a proposal for (1) the entire Project, including all components, or (2) one or more specific, clearly defined components of the Project. Both full-scope and partial-scope proposals will be evaluated according to the same core criteria provided above. However, full-scope proposals may receive up to an additional ten (10) points for assuming responsibility for all components of the Project. These points account for the anticipated public benefits of integrated management across all venues; single point accountability and unified guest experience; streamlined coordination of maintenance, safety, staffing and reporting; and reduction of oversight complexity for the DCRT.

## VII. Schedule of Events

<b>Schedule of Events</b>	
Public Notice of RFP	April 22, 2026
Property Site Visit – Poverty Point Reservoir State Park and Black Bear Golf Course, 1500 Poverty Point Parkway, Delhi, LA 71232 meeting point at the Poverty Point Reservoir State Park Entrance Station	Tuesday, May 5, 2026, at 10:00 AM CT
Deadline for interested parties to submit questions regarding the RFP and Project – arichey@crt.la.gov	Tuesday, May 26, 2026, at 5:00 PM CT
Deadline for DCRT to post responses to proposers' questions	Tuesday, June 9, 2026
Deadline for submission of proposals	Tuesday, June 23, 2026, at 2:00 PM CT
Discussions/Presentations, if necessary	TBD
Review and evaluation	TBD
Notice of Award	TBD
Execution of Cooperative Endeavor Agreement	TBD
Notice to Proceed	TBD

Answers to proposers' questions and any revisions to this schedule and/or addenda to the RFP will be posted on [www.opportunitiesinlouisiana.com](http://www.opportunitiesinlouisiana.com)

**NOTE:** This schedule does not consider unforeseen factors that could impact the timing of the Schedule of Events. It is the intent of the DCRT to keep proposers apprised of changes in the schedule as they occur.

### **RFP Content Questions**

Questions regarding this RFP must be submitted in writing to the email address provided in the Schedule of Events and received no later than 5:00 PM CT on Thursday, May 26, 2026. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

## VIII. Administrative Requirements

- A. **Bond Requirement.** Following the award, the Contractor may be required furnish a good and solvent bond in an amount equal to the contract costs for the faithful performance of his duties, including but not limited to, guaranteeing the timely completion of the Project and the payment of all laborers, suppliers, and subcontractors. A surety bond written for the Project shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. A surety bond shall be written by a surety or insurance company that is licensed to do business in the State of Louisiana and acceptable to STATE. The Contractor shall submit a good and solvent performance bond to DCRT within ten calendar days (10) of the execution of the Agreement. No mobilization or on-site work shall

days (10) of the execution of the Agreement. No mobilization or on-site work shall commence until bond is received and approved by STATE. The surety bond shall remain in full force through Substantial Completion, Final Completion, acceptance of the Project, and any correction period/warranty specified in the Agreement. The cost of the required bond shall be paid by the Contractor.

- B. **Insurance.** Following the award, upon execution of the Agreement, and before any work begins, Contractor shall furnish the DCRT with certificates of insurance that evidence Contractor has obtained insurance of the types and in the amounts contained in the Office of Risk Management's *Procedures Manual for Insurance Language in Contracts and Indemnification Agreements* [**Exhibit D**]
- C. **Public Records.** All submitted proposals become the property of the DCRT and are subject to the disclosure and retention requirements contained in Louisiana's Public Records Law. If the proposal contains confidential information (as defined by public records law), the proposer must submit two versions of its proposal. The second version shall be labeled "Redacted Copy." The proposer must redact all confidential information from this Redacted Copy of its proposal. In the event the DCRT is required to produce a copy of the proposal in response to a request for public records, the DCRT will produce the Redacted Copy. No information will be released while discussions/negotiations are pending.
- D. **No Obligation.** The issuance of this RFP does not obligate the DCRT to enter into a concession lease agreement, cooperative endeavor agreement, or contract of any kind.
- E. **Changes, Additions, Withdrawal.** If a proposal lacks clarity or is missing information, the DCRT is under no obligation to request information to complete a proposal. However, the DCRT may solicit such information. A proposer may supplement, correct, and/or withdraw its proposal at any point until the deadline for submission and upon DCRT's request.
- F. **Acknowledgment.** By submitting a proposal, the proposer is deemed to have acknowledged and agreed that it understands the responsibilities and obligations associated with entering into a contract with the DCRT and that it has thoroughly reviewed all applicable obligations and requirements related to state and local laws and necessary permits; the site of the Project/Component(s); the RFP procedure and requirements; and the Agreement template.
- G. **Waiver of Administrative Informalities.** The DCRT reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
- H. **Ownership.** All materials submitted in response to this RFP become the property of the DCRT. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the DCRT and not returned to the proposers. The copyright to any material included in a proposal is not transferred to the DCRT. The submission of a proposal authorizes the DCRT to use all ideas or adaptations of ideas contained in any materials submitted in response to the RFP.
- I. **Cost of Preparation.** The DCRT is not liable for any costs incurred by prospective proposers prior to issuance of or entering into an Agreement hereunder. Costs associated with developing the proposal, preparing for oral presentations (if any), conducting a site visit, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be paid or reimbursed in any manner by the DCRT.

- J. **Proposal Validity.** All proposals shall be considered valid for acceptance until such time an award is made, unless the proposer provides for a different time period within its proposal. However, the DCRT reserves the right to reject a proposal if the proposer's acceptance period is determined by the DCRT to be unacceptable and the proposer refuses to extend the validity of its proposal.
- K. **Discussions/Presentations.** The DCRT may, at its sole discretion, require proposers whose submissions are deemed reasonably susceptible of being selected for award to participate in written or oral discussions or presentations. However, the DCRT reserves the right to make an award based solely on initial proposals without further discussion. Any commitments or representations made by the proposer during discussions, if held, may be incorporated into the final Agreement. Discussions or presentations may be conducted to clarify or enhance the DCRT's understanding of a proposal, but proposals may also be accepted without them.

## EXHIBIT A – SATELLITE MAP OF THE PROPERTY

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by the Agreement between DCRT-OSP and CONTRACTOR.



**EXHIBIT A-1: COMPONENT A (BLACK BEAR GOLF COURSE)**

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by the Agreement between DCRT-OSP and CONTRACTOR.



## EXHIBIT A-2: COMPONENT B (LODGE)

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by the Agreement between DCRT-OSP and CONTRACTOR.



### EXHIBIT A-3: COMPONENT C (PARK)

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by the Agreement between DCRT-OSP and CONTRACTOR.



### EXHIBIT A-4: COMPONENT D (MARINA)

The following image and the boundaries identified thereon are used for illustrative purposes only. They are not intended to memorialize the exact location contemplated by the Agreement between DCRT-OSP and CONTRACTOR.



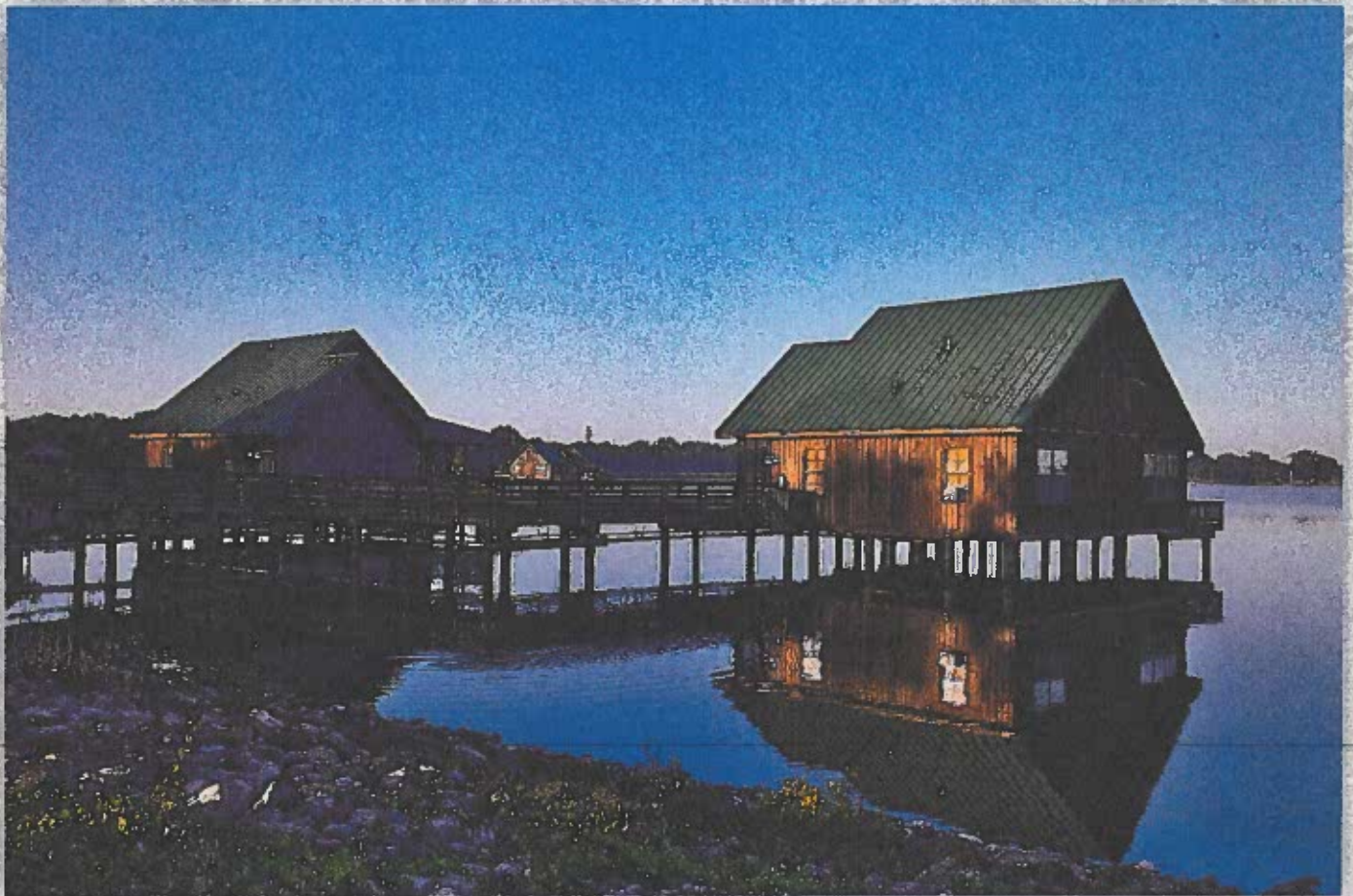
**EXHIBIT B**

**BLACK BEAR GOLF COURSE/POVERTY POINT  
RESERVOIR STATE PARK BROCHURE**

# **POVERTY POINT RESERVOIR STATE PARK & BLACK BEAR GOLF CLUB**

**Delhi, Louisiana**

**Public-Private Partnership Opportunity**



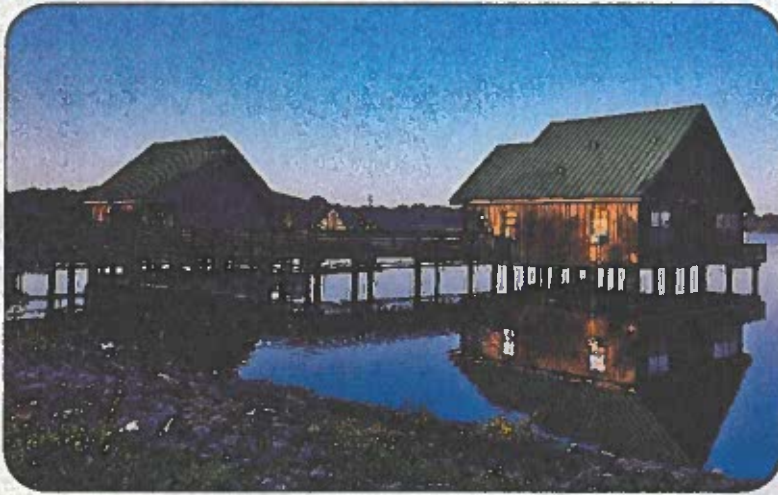
# Why Poverty Point Reservoir State Park?

## VISITATION:

FY 2025: 102,087

In-state Visitation: 66% Out of State Visitation: 44%

- Cabin Nights Occupied: 1,920
- Campsite Nights Occupied: 7,826



## OVERVIEW

Parish: Richland  
20,043 residents

Acreage: 2,664

Established: 2003

### Tourism Region:

Sportsman's Paradise

### Overnight Amenities:

8 cabins, 54 campsites,  
4 lodges

### Features:

Black Bear Golf Course & Conference Center, marina with boat slips, fishing piers, picnic area/pavilions, nature trails, meeting rooms

### Hours of Operation:

#### Entrance Station:

8 a.m. – 5 p.m. Sun – Thurs;

8 a.m. – 8 p.m. Fri & Sat

Gates: 6 a.m. – 10 p.m. Daily

Guest Use Breakdown	Total	Day-Use	Overnight	Cabins	RV	Lodges
FY 2025	102,087	47,298	54,789	20,646	24,397	9,746
FY 2024	108,168	50,715	57,453	8,331	44,238	4,884
FY 2023	102,128	51,719	50,409	9,553	35,802	5,054
FY 2022	102,406	53,256	49,150	9,282	36,415	3,453
FY 2021	116,301	62,812	53,489	10,518	37,322	5,649

**FY 2025 FINANCIALS:** Revenue\*: \$896,385 Expenditures: \$1,108,048 Deficit: (\$211,663)

\*Figure is gross revenue of all income streams at the site.

## FY 2025 REVENUE BY FACILITY:

Day-Use	Campsites	Cabins	Lodges	Pavilions	Meeting Rooms
\$40,321	\$245,102	\$346,335	\$132,682	\$250	\$56,751

# A PREMIER OUTDOOR DESTINATION WITH UNTAPPED POTENTIAL

Located in Northeast Louisiana, Poverty Point Reservoir State Park and Black Bear Golf Club together form one of the most unique and scalable recreation assets in the region. Anchored by a 2,700-acre reservoir and a nationally recognized championship golf course, this destination is positioned for growth through strategic public-private partnership.

The State of Louisiana is seeking a qualified partner to operate, enhance, and expand key components of these assets to unlock their full economic and recreational potential.

## MARKET OPPORTUNITY

### Regional Reach

- Estimated **300,000–400,000 residents within a 60-mile radius**
- Core draw from **Monroe–West Monroe metro area (~160,000 population)**
- Additional reach into **Arkansas and Mississippi Delta markets**



### Consumer Profile

- Strong regional, drive-to market (30–60-minute travel typical)
- Value-oriented households with high participation in outdoor recreation
- Growing demand for:
  - Affordable leisure destinations
  - Family-oriented experiences
  - Group events and gatherings

## Market Advantage

- Limited competition for large-scale outdoor recreation
- Established reputation as a fishing, boating, and golf destination
- Opportunity to become the **premier regional recreation hub**

## THE ASSETS

### Poverty Point Reservoir State Park

- 2,700-acre man-made lake
- Cabins, campsites, and RV accommodations
- Boat launches and fishing infrastructure
- Beach and day-use recreation areas
- Event and gathering spaces

### Black Bear Golf Club

- Championship 18-hole golf course
- Clubhouse and Pro Shop
- Restaurant and Hotel
- Conference Center
- Practice facilities
- Strong regional and tournament play potential



# PARTNERSHIP OPPORTUNITY

The State is seeking a private partner to operate, manage, and enhance select or all components, including:

## Operations & Management

- Golf course operations
- Lodging (cabins, RV, camping)
- Food & beverage services
- Marina and water-based recreation



## Revenue Development

- Event programming (tournaments, festivals, corporate retreats)
- Membership and pass programs
- Equipment rentals and retail
- Sponsorships and branding opportunities



## Capital Investment Opportunities

- Facility upgrades and modernization
- Expanded lodging or glamping concepts
- Enhanced waterfront and marina amenities
- Food and beverage destination concepts



# WHY THIS OPPORTUNITY STANDS OUT

## 1. Scale + Flexibility

A large, multi-use property with diverse revenue streams and phased development potential.

## 2. Built-In Demand

A sizeable regional population with limited competing destinations.

## 3. Destination Potential

Positioned to become a signature outdoor recreation destination in the Louisiana Delta.

## 4. Public Support

Backed by the State with opportunities for long-term partnership and stability.

## TARGET MARKETS

- Families and leisure travelers
- Golf enthusiasts and tournament organizers
- Outdoor recreation users (fishing, boating, camping)
- Corporate retreats and group events
- Regional festivals and cultural events



## VISION FOR THE FUTURE

With the right partner, this destination can evolve into:

- **A year-round recreation hub**
- **A regional tournament and event destination**
- **A model public-private outdoor hospitality development**
- **A key driver of tourism and economic growth in Northeast Louisiana**



**EXHIBIT C**

**BLACK BEAR GOLF COURSE/POVERTY POINT  
RESERVOIR STATE PARK  
AGREEMENT TEMPLATE**

STATE OF LOUISIANA  
PARISH OF RICHLAND

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
STATE OF LOUISIANA  
THROUGH THE DIVISION OF ADMINISTRATION AND  
THE DEPARTMENT OF CULTURE, RECREATION AND TOURISM,  
OFFICE OF STATE PARKS  
AND  
CONTRACTOR**

BE IT KNOWN that on the dates and at the places set forth below, this Cooperative Endeavor Agreement (the "Agreement") is made and entered into by and between the State of Louisiana, through the Division of Administration, whose mailing address is 1201 N. 3<sup>rd</sup> Street, Suite 2-130, Baton Rouge, Louisiana 70802 and the Department of Culture, Recreation and Tourism, Office of State Parks ("DCRT-OSP"), whose mailing address is Post Office Box 44426, Baton Rouge, Louisiana 70804, and CONTRACTOR, ("CONTRACTOR") whose mailing address is TBD, (collectively, "the Parties") for the public purposes and in accordance with the terms and conditions set forth herein and in any attachments hereto, which are, by reference, incorporated herein.

Now Therefore, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

**I. AUTHORITY AND BACKGROUND**

- 1.1 La. R.S. 36:204(B)(9)(b) authorizes the secretary of the Louisiana Department of Culture, Recreation and Tourism to enter into a lease, sublease, concession lease, or any related agreement on any portion of the immovable property under the department's supervision, jurisdiction, or management to a private entity such as CONTRACTOR. When a private party is obligated under the terms of the agreement to undertake activities or to construct improvements on the immovable property that will support the public purposes of the department, the provisions of Part I of Chapter 10 of Title 41 of the Louisiana Revised Statutes of 1950 (La. R.S. 41:1211 et seq.) shall not apply to the agreement, but be subject to the conditions enumerated in 36:204(B)(9)(b)(i)(ii)(iii)(iv), and such agreement shall be negotiated and let in accordance with fair and reasonable criteria established and applied relating to a balance of relevant factors, such as highest return of revenue and benefits, financial stability of the contractor, the proposed architectural design and operational plan, uniqueness of operation, and the potential to stimulate other economic activity and public benefits within the state.
- 1.2 La. R.S. 56:1687 authorizes the DCRT to engage in cooperative endeavors with any public or private association, corporation or individual in matters relating to acquiring, establishing, developing, improving or maintaining any park, parkway or recreational area;

to construct and operate suitable public service privileges and conveniences on any office of state parks holding, and collect reasonable fees and charges for the use of such facilities; to charge a fee and collect rents and other payments for the leasing of concessions or granting of other privileges in or on an office of state parks holding.

- 1.3 La. R.S. 36:201 provides the DCRT's public purposes, and La. R.S. 36:208 provides the public purposes of the DCRT's offices. La. R.S. 56:1682 authorizes and directs the DCRT's office of State Parks, to preserve and protect natural areas of unique or exceptional scenic value; establish and operate a system of state parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings; portray and interpret plant and animal life, geology, and other natural features and processes included in the various state parks; and perform functions relating to outdoor recreation development and trails.
- 1.4 La. R.S. 56:1685(C)(24) recognizes and designates Poverty Point Reservoir as a state park.
- 1.5 La. R.S. 56:1703 and La. R.S. 56:1705 provide for the deposit and use of funds generated by state parks to finance operations, improvements and repairs, including, specifically, Poverty Point Reservoir State Park.
- 1.6 La. R.S. 39:11 provides that the commissioner of administration shall be an essential party to all transactions involving immovable property in which the state has an interest. No such immovable property shall be acquired, transferred, leased, or encumbered without the commissioner being a party to the transaction.
- 1.7 La. Const. Article 7 Section 14 prohibits the state from donating state funds, credit, property, or things of value, and authorizes the state to enter into cooperative endeavors for a public purpose with any public or private association, corporation, or individual.
- 1.8 This Agreement shall be governed by and subject to all applicable laws, including those not specifically mentioned in this Agreement.

## **II. PROPERTY**

This Agreement governs the use, rights, and obligations relating to the following described property ("Property"):

**[INSERT PROPERTY DESCRIPTION]**

## **III. CONDITION OF PROPERTY**

- 3.1 The taking of possession of the Property by CONTRACTOR shall constitute acknowledgement that the Property is in good and sufficient condition for the purposes for which CONTRACTOR is entering into this Agreement. CONTRACTOR agrees to accept Property in its presently existing condition, "AS IS," and that DCRT-OSP shall not be obligated to make any alterations, additions, or improvements to the Property except as otherwise provided for in this Agreement.

**IV. TERM**

- 4.1 The Agreement granted herein shall have a primary term of ten (10) years, commencing on [date] and ending on [date], with an option to renew for an additional ten (10) year term (“Option”).
- 4.2 This Option to renew is not automatic. Any extension or modification of the terms of this Agreement requires a written amendment executed by all parties to the original agreement prior to the termination or expiration of the primary terms.
- 4.3 Should the Agreement terminate prior to execution of an amendment to extend the term pursuant to the exercise of this Option, the Parties may negotiate and execute a new agreement.

**V. PROJECT AND PUBLIC PURPOSE**

- 5.1 It is understood and agreed that this Agreement is made and executed by DCRT-OSP to CONTRACTOR for the purpose of the **TBD BASED ON SCOPE OF PROPOSAL** at Poverty Point Reservoir State Park (“Project”).
- 5.2 Whereas, DCRT-OSP has the authority to enter into this Agreement pursuant to the statutory authority provided in Section I. Authority and Background of this Agreement.
- 5.3 Whereas, DCRT-OSP’s governmental purpose is to establish and operate a system of state parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings.
- 5.4 Whereas, the public purpose for this Agreement is as follows:
  - 5.4.1 **TBD BASED ON SCOPE OF PROPOSAL**
- 5.5 Whereas, this Agreement creates reciprocal obligations between DCRT-OSP and CONTRACTOR; and DCRT-OSP has a demonstrable, objective, and reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration it is transferring.
- 5.6 Whereas, this transfer or expenditure of public funds or property is not a gratuitous donation.
- 5.7 Whereas, DCRT-OSP and CONTRACTOR certify that the transaction is not of a kind that is not prohibited by law.

**VI. IMPROVEMENTS**

- 6.1 CONTRACTOR shall have the right and obligation to construct, convert, recomplete, rework, maintain, and operate improvements on the Property in furtherance of the Project.
- 6.2 CONTRACTOR shall not construct, convert, recomplete, or rework any improvements on the Property until the following steps are completed: (1) submit plans for the proposed work to DCRT-OSP for review, (2) obtain written consent from DCRT-OSP approving plans, and (3) secure all necessary permits, if applicable.
- 6.3 CONTRACTOR may only make and permit others to make those improvements, additions, alterations or reconstructions to the Property which are made in accordance with generally accepted commercial practices and are within the scope and purpose of the Project.
- 6.4 Any other improvements, additions, alterations or reconstructions to Property shall not be made without prior written permission of DCRT-OSP, which permission shall not be unreasonably withheld.

**VII. PAYMENT TERMS**

- 7.1 No public funds shall be paid or transferred by DCRT-OSP to CONTRACTOR under the terms of this Agreement.
- 7.2 Each party agrees to procure and pay for those services and expenses that are determined by that party to be necessary for the implementation of this Project, including but not limited to, surveys, appraisals, permits, marketing and feasibility studies, advertising, professional and consulting services. Such expenses shall be borne by the party that incurs them.
- 7.3 DCRT-OSP and CONTRACTOR shall ensure that DCRT-OSP shall receive payments and/or a share of revenue that, at a minimum, satisfies the requirements of Louisiana Constitution Article 7, Section 14 and comports with La. R.S. 56:1703 and La. R.S. 56:1705.
- 7.4 DCRT-OSP and CONTRACTOR hereby agree to share in the revenues generated by and through the Project authorized herein.
- 7.5 All revenue remitted to DCRT-OSP shall be deposited and spent in accordance with La. R.S. 56:1703 and La. R.S. 56:1705 and other provisions of applicable law.
- 7.6 CONTRACTOR shall remit payments to DCRT-OSP as follows:
- a. At minimum, CONTRACTOR shall remit to DCRT-OSP monthly payments of **[TBD BASED ON SCOPE OF PROPOSAL (\$TBD)]** (the "minimum monthly payment"), regardless of how much monthly gross revenue that CONTRACTOR generates from the

Project. The minimum monthly payment shall not be in addition to the monthly gross revenue sharing percentages specified in paragraph (b) of this Section.

b. **TBD**

c. For purposes of this Agreement, “**gross revenue**” shall be defined as the total amount of all money, fees, charges, sales, receipts, and other consideration of any kind received or earned by CONTRACTOR arising from or relating to the operation of the Project, including but not limited to, **[TBD BASED ON SCOPE OF PROPOSAL]**; and other revenue generated from activities conducted on the Property.

Gross Revenue shall be calculated **before** any deduction for operating expenses, taxes (other than sales tax actually collected from customers and remitted to the taxing authority), commissions, equipment costs, insurance, labor, depreciation, or any other expenses incurred by CONTRACTOR.

- 7.7 CONTRACTOR agrees to share in any revenues that it generates by and through any third-party provider agreement with another service provider. To that end, CONTRACTOR shall include any revenues generated by and through any third-party provider agreement in its monthly revenue calculations to be shared in accordance with percentages specified in Section 7.6 above.
- 7.8 At the same time CONTRACTOR makes monthly payments to DCRT-OSP in the amounts specified in Section 7.6 above, CONTRACTOR shall contemporaneously provide DCRT-OSP with a monthly report detailing all Gross Revenue generated from the Project during the preceding month. Each report shall be accompanied by supporting documentation sufficient to demonstrate how Gross Revenue was calculated, including but not limited to point-of-sale summaries, booking and reservation system reports, invoices, receipts, and any other relevant financial records.
- 7.9 CONTRACTOR shall submit written reports to DCRT-OSP on a monthly basis. Each report shall include relevant and current information regarding the Project, including at a minimum: updates on construction, repairs, maintenance, and overall Project status; staffing; visitation; incidents involving safety, law enforcement, insurance claims, or potential liability; closures; operating hours; and other relevant matters. Reports shall be submitted to DCRT-OSP no later than fifteen (15) days following the end of each reporting month.
- 7.10 CONTRACTOR shall remit payment to DCRT-OSP by the fifteenth (15<sup>th</sup>) day of each month. The payment shall be in an amount equal to the payments required in Section 7.6, including the relevant percentage of all gross revenue generated from the Project in the preceding month.
- 7.11 In the event of any late payment, DCRT-OSP may immediately terminate this Agreement, or at DCRT-OSP’s option, DCRT-OSP may grant CONTRACTOR up to an additional thirty (30) days to make payment. During this thirty (30) day period, any late payments

tendered by CONTRACTOR must include an additional late penalty equal to five percent (5%) of the amount DCRT-OSP is owed. Furthermore, at DCRT-OSP's option, payments tendered more than thirty (30) days following the due date may be accepted. Acceptance of late payments does not alter the terms of this Agreement. For payments sent by the US Postal Service, the date postmarked is deemed the date tendered. The Parties may set up auto draft, ACH, or other electronic payment methods upon mutually agreeable terms to be determined.

- 7.12 Any authorized agency of the state government (e.g. Office of the Louisiana Legislative Auditor if the State of Louisiana, and/or the Office of the Governor, Division of Administration, the Louisiana Inspector General's Office, etc.) and of the federal government has the right to inspect and review all books and records pertaining to activities rendered under this Agreement upon request during the duration of this Agreement and any subcontract entered under this agreement and for a period of five (5) years from the date of final payment under the Agreement and any subcontract entered into under this Agreement or five years from the date of termination of the Agreement and any subcontract entered into under this Agreement, whichever is later.. The CONTRACTOR and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The CONTRACTOR and its subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.
- 7.13 All payments and reports required under this Section shall be mailed to DCRT-OSP at the following address:  
Department of Culture, Recreation and Tourism, Office of State Parks  
Attention: TBD  
Post Office Box 44426  
Baton Rouge, Louisiana 70804

### **VIII. PROJECT REQUIREMENTS**

**The following Project requirements will apply to CONTRACTOR, all of which shall be performed at CONTRACTOR's sole expense:**

- 8.1 CONTRACTOR shall ensure that it and any subcontractor, if applicable, (s) shall provide and maintain a reasonably acceptable level of quality in materials and suitable for its intended purpose, that no injurious material or deleterious substances will be used in or on equipment, that the equipment will not cause harm when used as intended and with ordinary care and that the equipment is used in compliance with all applicable laws and regulations.
- 8.2 If CONTRACTOR sells or serves alcohol on the Property, it must do so in full compliance with all applicable state laws, regulations, and permitting requirements, including obtaining and maintaining all required licenses.

- 8.2.1 Failure to comply with these requirements shall constitute a material breach of this Agreement. Upon written notice of non-compliance, CONTRACTOR shall immediately cease all alcohol sales and must remedy the violation within a time period determined by DCRT-OSP. Continued non-compliance, repeated violations, or failure to obtain or maintain proper permits may result in enforcement actions, including suspension of alcohol sales, monetary penalties as authorized by this Agreement or applicable law, or termination of the Agreement for cause.
- 8.2.2 CONTRACTOR shall be solely responsible for any fines, penalties, suspensions, or enforcement actions imposed by state or local agencies arising from its alcohol sales or service.
- 8.3 DCRT-OSP shall be responsible for extraordinary repairs, unless they have become necessary as a result of CONTRACTOR's fault or neglect in which case CONTRACTOR is bound to make them at its cost. For purposes of the Agreement, "**extraordinary repairs**" are those for the reconstruction of the whole or a substantial part of the Property. Any repair work that is outside the scope of the Project—or is reasonably questionable as to whether it falls within the scope—must be identified in writing. Such work shall not proceed unless mutually agreed upon by the Parties in writing in advance of repair.
- 8.4 If CONTRACTOR sells or serves alcohol on the Property, it must do so in full compliance with La. R.S. 26:1 *et seq* ("The Alcoholic Beverage Control Law"), and all other applicable state laws, regulations, and permitting requirements, including obtaining and maintaining all required licenses.
- 8.4.1 Failure to comply with these requirements shall constitute a material breach of this Agreement. Upon written notice of non-compliance, CONTRACTOR shall immediately cease all alcohol sales and must remedy the violation within a time period determined by DCRT-OSP. Continued non-compliance, repeated violations, or failure to obtain or maintain proper permits may result in enforcement actions, including suspension of alcohol sales, monetary penalties as authorized by this Agreement or applicable law, or termination of the Agreement for cause.
- 8.4.2 CONTRACTOR shall be solely responsible for any fines, penalties, suspensions, or enforcement actions imposed by state or local agencies arising from its alcohol sales or service.
- 8.5 [INSERT ADDITIONAL PROJECT SPECIFIC REQUIREMENTS]

## **IX. REPORTING/MONITORING**

- 9.1 Each party to this Agreement shall designate a point of contact who will act as that party's liaison between DCRT-OSP and CONTRACTOR. The point of contact shall monitor, and document progress, challenges, and compliance related to the Project, including all

activities required to carry out and complete the Project in accordance with this Agreement. Notices provided under this Agreement shall be effective when received by the point of contact at the specified address. Each party is responsible for keeping this information current.

For DCRT-OSP:

Name:  
Title:  
Address: Post Office Box  
Baton Rouge, LA 70804  
Phone:  
Email:  
Project: BBGC/Poverty Point Reservoir

For CONTRACTOR:

Name:  
Title:  
Address:  
Phone:  
Email:  
Project: BBGC/Poverty Point Reservoir

- 9.2 DCRT-OSP may, upon reasonable notice, review, inspect, and audit CONTRACTOR's records and activities related to this Agreement for the purpose of determining compliance. CONTRACTOR shall be solely responsible for carrying out its activities in accordance with this Agreement and for maintaining all required approvals, documentation, and insurance coverage. Nothing in this Agreement shall be construed to make DCRT-OSP responsible for ensuring CONTRACTOR's compliance or performance.

**X. AFFIRMATIVE DUTIES**

- 10.1 Pursuant to La. R.S. 56:30.3, CONTRACTOR shall maintain and preserve access by the public to any public waterways through the state lands covered by this Agreement.

**XI. CONDITIONS**

- 11.1 The Agreement is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contract of record affecting the Property.
- 11.2 CONTRACTOR shall comply with all federal, state and local rules, regulations and ordinances for sewer, sanitation, fire safety and any other regulated activities and provide DCRT-OSP with proof of compliance, upon request.
- 11.3 CONTRACTOR agrees to use the Property as a good and careful administrator and agrees to hold any and all subcontractors to the same standard. This obligation includes maintaining the Property in a neat, clean and orderly manner at all times.

- 11.4 No hazardous materials or hazardous waste materials shall be placed or stored on or under the Property by CONTRACTOR and/or any and all subcontractors. Pool Chemicals may be stored, used, and disposed of on the Property only in strict compliance with all applicable federal, state, and local laws, regulations, and guidelines, including manufacturer safety instructions, governing such materials. CONTRACTOR shall ensure that all personnel handling Pool Chemicals are properly trained and that appropriate containment and disposal measures are implemented.
- 11.4.1 **Hazardous Materials:** For purposes of this Agreement, “Hazardous Materials” means any gaseous, liquid, or solid material which because of its quantity, concentration, or physical, chemical, or biological composition poses a substantial present or potential hazard to human health, the environment, or property when transported in commerce, or which material is identified or designated as being hazardous pursuant to applicable local, state, and/or federal laws and regulations.
- 11.4.2 **Hazardous Waste Materials:** For purposes of this Agreement, “Hazardous Waste Materials” means any waste, or combination of wastes, which because of its quantity, concentration, physical, or chemical characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Such definition shall be applied only to those wastes identified and designated as such pursuant to the Louisiana Hazardous Waste Control Law, R.S. 30:2171 et seq. and applicable federal laws and regulations.
- 11.4.3 **Pool Chemicals:** For purposes of this Agreement, “Pool Chemicals” refers to substances commonly used for the treatment and maintenance of swimming pools, such as chlorine, bromine, pH adjusters, and algaecides, provided they are not otherwise classified as hazardous waste under applicable law.
- 11.5 CONTRACTOR agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; the Rehabilitation Act of 1973; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; Americans with Disabilities Act of 1990, La. R.S. 39:1602.1, and La. R.S. 39:1602.2.
- 11.6 CONTRACTOR agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- 11.7 CONTRACTOR or any of its subcontractors, if applicable, shall not issue any press release, public announcement, advertisement, or other publicity related to the Property, the Project, and/or this Agreement or its performance, nor shall CONTRACTOR or its subcontractors use DCRT-OSP's name, trademarks, logos, or refer to DCRT-OSP as a client or partner in any promotional materials, without first obtaining DCRT-OSP's prior written consent. This restriction applies to all forms of media, including print, broadcast, digital, and social media. CONTRACTOR shall also ensure that any third-party promotional partners, affiliates, or subcontractors engaged by CONTRACTOR comply with this provision. Any unauthorized publicity or promotional activity shall constitute a material breach of this Agreement.
- 11.8 CONTRACTOR or any of its subcontractors, if applicable, shall not enter into any agreement, arrangement, or other contractual relationship with any promoter, influencer, marketing representative, or similar third party in connection with the Property, the Project, and/or this Agreement without first obtaining DCRT-OSP's prior written consent. CONTRACTOR or its subcontractors must submit a written request to DCRT-OSP identifying the proposed third party, the scope of services, and any related promotional activities for review and approval. Oral consent shall not be deemed sufficient. Any engagement made without such written consent shall constitute a material breach of this Agreement. CONTRACTOR shall be solely responsible for ensuring compliance with this provision and for any costs or damages arising from unauthorized engagements.
- 11.9 All records, reports, documents, and other material delivered or transmitted to the CONTRACTOR by the DCRT-OSP shall remain the property of the DCRT-OSP, and shall be returned by the CONTRACTOR to the DCRT-OSP, at the CONTRACTOR's expense, at termination or expiration of the Agreement. Copies of all material related to the Agreement and/or obtained or prepared by the CONTRACTOR in connection with the performance of the Project contracted for herein shall remain the property of the DCRT-OSP, and shall be delivered by the CONTRACTOR to the DCRT-OSP upon the DCRT-OSP's request and at the CONTRACTOR'S expense, at termination or expiration of the Agreement.
- 11.10 The CONTRACTOR has the duty to cooperate fully with the DCRT-OSP and provide any all requested information and/or documentation of any nature and/or in any format. to the DCRT-OSP when requested. This duty applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the CONTRACTOR shall neither limit nor impede the DCRT-OSP's right to audit, nor shall the CONTRACTOR withhold DCRT-OSP-owned documents.
- 11.11 The CONTRACTOR shall protect from unauthorized use and disclosure all information relating to the DCRT-OSP's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the CONTRACTOR in carrying out this Agreement. The CONTRACTOR shall use protective measures that are the same or more effective than those used by the DCRT-OSP. The CONTRACTOR is not required to

protect information or data that is publicly available outside the scope of this Agreement, already rightfully in the CONTRACTOR'S possession, independently developed by the CONTRACTOR outside the scope of this Agreement, or rightfully obtained from third parties.

- 11.12 The CONTRACTOR has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspensions and/or termination of the Agreement and debarment from future contracts.
- 11.13 The CONTRACTOR and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.
- 11.14 The CONTRACTOR acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) may apply to the CONTRACTOR in the performance of the Project called for in this Agreement. The CONTRACTOR agrees to immediately notify the DCRT-OSP if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 11.15 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 the 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 DCRT-OSP-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.

## **XII. RESERVATIONS**

- 12.1 DCRT-OSP reserves the full use and enjoyment of the Property, both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to CONTRACTOR.

- 12.2 DCRT-OSP reserves all rights of whatever nature and kind in and to all minerals on or under the Property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulfur and other minerals, on or under the Property or any other property under the control of DCRT-OSP.
- 12.3 DCRT-OSP reserves all rights of whatever nature and kind in and to all timber and forest products on the Property. These rights include, but are not limited to, rights of access; management and/or removal of timber and forest products.
- 12.4 DCRT-OSP may exercise the rights reserved herein without CONTRACTOR's consent, so long as the exercise of those rights does not prohibit CONTRACTOR's use of the Property or damage improvements made by CONTRACTOR or its subcontractors. CONTRACTOR hereby expressly agrees and declares that DCRT-OSP shall not be liable to CONTRACTOR for damages resulting from the exercise of any rights reserved herein.

### **XIII. ASSIGNMENT**

- 13.1 This Agreement shall be binding upon DCRT-OSP, CONTRACTOR, and their respective successors and assigns.
- 13.2 Any subcontract or assignment of rights related to the Property, the Project, and/or this Agreement is subject to written approval by DCRT-OSP.
- 13.3 This Agreement shall be heritable, but shall not be subject to mortgage, pledge, seizure, or sale without the prior written consent of DCRT-OSP.

### **XIV. HOLD HARMLESS / INDEMNIFICATION / INSURANCE**

- 14.1 CONTRACTOR accepts the Property in its present condition, and DCRT-OSP shall not be responsible for damage of any kind to any person or property arising out of or resulting from CONTRACTOR's use of the Property.
- 14.2 CONTRACTOR further agrees to obtain and maintain adequate amounts/levels of insurance pursuant to that described in Attachment I to this Agreement. Any such policy of insurance shall name DCRT-OSP and the Louisiana Division of Administration as additional insureds.
- 14.3 CONTRACTOR further agrees to require any subcontractor to obtain and maintain adequate amounts/levels of insurance pursuant to that described in Attachment I to this Agreement. Any such policy of insurance shall name DCRT-OSP as an additional insured.
- 14.4 CONTRACTOR further agrees to defend, indemnify and to hold DCRT-OSP harmless against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incidental thereto, arising wholly or in part from or in connection with the condition, use or existence of the Property or any of the rights granted

herein, except and wherein such damage or loss resulted directly from DCRT-OSP's (or its assigns) exercise of rights cited herein under Section XII. Reservations.

- 14.5 CONTRACTOR shall promptly, and in any event within five (5) Business Days, notify DCRT-OSP in writing of the commencement of any action, proceeding or investigation of which CONTRACTOR has actual knowledge and with respect to which a claim for indemnification may be made. The failure of CONTRACTOR to provide such notice shall not relieve CONTRACTOR of its obligations and shall not relieve CONTRACTOR from any liability which it may have to DCRT-OSP.
- 14.6 CONTRACTOR shall, at DCRT-OSP's request, appear and defend any suit arising from any such loss or liability at CONTRACTOR's own sole cost and expense and shall pay any and all court costs, litigation expenses (including costs related to discovery and expert witnesses) and judgment that may be entered against DCRT-OSP therein when said suit is finally determined for such loss or liability resulting from use of the Property by CONTRACTOR, its subcontractors and/or assigns.
- 14.7 CONTRACTOR shall produce and provide the certificate(s) of insurance upon which DCRT-OSP and the Louisiana Division of Administration are identified as additional insureds on an annual basis and/or when reasonably requested by DCRT-OSP.

#### **XV. TERMINATION/CANCELLATION**

- 15.1 Should CONTRACTOR at any time violate any of the terms or conditions of this Agreement; discontinue the use of the Property; fail to make payments pursuant to Section VII of this Agreement; or fail to timely pay other expenses assumed under this Agreement, DCRT-OSP shall have the option to notify CONTRACTOR in writing that it intends to cancel this Agreement and if CONTRACTOR has not corrected the problem within ninety (90) days from receipt of notice, then DCRT-OSP may immediately cancel this Agreement without putting CONTRACTOR in default.
- 15.2 Should CONTRACTOR at any time use the Property or any portion thereof for any illegal or unlawful purpose, or should CONTRACTOR commit, or permit or tolerate the commission of any act which upon conviction is punishable by imprisonment under the laws of the United States or the State of Louisiana, DCRT-OSP may immediately cancel this Agreement without prior notice or necessity of putting CONTRACTOR in default.
- 15.3 DCRT-OSP may terminate this Agreement at any time during the term of the Agreement by giving CONTRACTOR written notice of its intention to terminate at least ninety (90) days before the intended date of termination.
- 15.4 CONTRACTOR may surrender this Agreement at any time, either during the original term or any extension of the original term by giving DCRT-OSP written notice of its intention to terminate at least ninety (90) days before the intended date of termination. If CONTRACTOR had previously recorded this Agreement in the parish conveyance records, then CONTRACTOR shall file a written release in the parish conveyance records

and shall provide DCRT-OSP with a certified copy thereof. Surrender of this Agreement shall not affect any existing obligations of CONTRACTOR or relieve CONTRACTOR of any obligations previously incurred.

- 15.5 Upon termination of this Agreement, CONTRACTOR will *ipso facto* forfeit any right of recourse against DCRT-OSP for return of all or part of the consideration paid.
- 15.6 In the event of cancellation or termination for any reason, DCRT-OSP, in its sole discretion, shall allow for CONTRACTOR and its subcontractors or its assigns to remove at their sole risk, cost and expense, any or all personal property or equipment within ninety (90) days of this Agreement's termination. This responsibility to remove any and all personal property or equipment on the part of CONTRACTOR and its subcontractors or its assigns shall be joint liability among CONTRACTOR, its subcontractors, and its assigns. In the event CONTRACTOR and its subcontractors or its assigns fail to remove all personal property or equipment from the Property within ninety (90) days of this Agreement's termination, DCRT-OSP may elect, in its sole discretion, to either: (1) take ownership of any remaining personal property or equipment, with no compensation owed to CONTRACTOR; or (2) decline ownership and undertake removal itself. If DCRT-OSP declines ownership and undertakes the removal of any or all personal property or equipment by reason of CONTRACTOR or subcontractors or its assigns, failure or refusal to do so, then CONTRACTOR (on behalf of itself and its subcontractors and its assigns) expressly consents and agrees to reimburse DCRT-OSP for the full costs incurred for such removal. CONTRACTOR will remain responsible/liable for any personal property or equipment remaining onsite after said Agreement has terminated.
- 15.7 Should DCRT-OSP allow or permit CONTRACTOR to remain on the Property after the expiration or termination of this Agreement, this shall not be construed as a renewal of this Agreement.
- 15.8 If CONTRACTOR defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, CONTRACTOR shall be required to repay DCRT-OSP for any costs expended by DCRT-OSP to support the Project, in accordance with terms set by DCRT-OSP.
- 15.9 Upon expiration or earlier termination of the Agreement, CONTRACTOR must turn over the property subject to the Project in clean, safe, fully functional, code-compliant condition; provide all maintenance and operations records; transfer keys, access, and documents; support a smooth transition; remove its property; resolve outstanding payments; and participate in a final inspection for DCRT-OSP acceptance.

## **XVI. E-VERIFY**

- 16.1 The CONTRACTOR acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of the Project under this Agreement.

**XVII. NOTICE**

- 17.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted by email, by personal hand-delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

TO DCRT-OSP:                      Undersecretary  
Louisiana Department of Culture, Recreation and Tourism  
P.O. Box 94361  
Baton Rouge, Louisiana 70804  
Email: nwatkins@crt.la.gov

COPY TO:                              Attorney  
Louisiana Department of Culture, Recreation and Tourism  
P.O. Box 94361  
Baton Rouge, Louisiana 70804  
Email: arichey@crt.la.gov

TO CONTRACTOR:                      CONTRACTOR

**XVIII. FISCAL FUNDING CLAUSE**

- 18.1 The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XIX. FORCE MAJEURE**

- 19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**XX. RELATIONSHIP BETWEEN THE PARTIES**

- 20.1 The relationship between CONTRACTOR and DCRT-OSP shall be, and only be, that of an independent contractor, and CONTRACTOR shall not be construed to be an employee, agent, partner of, or in joint venture with DCRT-OSP.

**XXI. LOUISIANA DEPARTMENT OF REVENUE COMPLIANCE**

- 21.1 The Louisiana Department of Revenue (“LDR”) 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 Agreement by the Division of Administration. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to DCRT-OSP 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 Division of Administration. The prospective contractor reserves the right to withdraw its consent to this Agreement without penalty and proceed with alternate arrangements should the prospective contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

**XXII. SEVERABILITY**

- 22.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

**XXIII. ENTIRE AGREEMENT AND MODIFICATION**

- 23.1 This Agreement, along with the Attachments incorporated herein, constitutes a complete and exclusive statement of the terms of the Agreement between the Parties with respect to the Project. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

**XXIV. GOVERNING LAW**

- 24.1 The Parties to this Agreement understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this Agreement shall be governed by the laws of the State of Louisiana without regard to application of conflict of laws principles. Any and all disputes arising from this Agreement shall be filed, heard and adjudicated in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**XXV. DRAFTING OF AGREEMENT**

- 25.1 This Agreement shall be deemed jointly drafted and written by all of the Parties to it, and the Agreement shall not be construed or interpreted against any Party originating or preparing any portion of it. The Parties acknowledge and represent that each has had the opportunity to provide input into the language of this Agreement, and that they had the benefit of counsel in connection with the negotiation and execution of this Agreement.

**XXVI. EXECUTION OF AGREEMENT**

25.2 This Agreement may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes, and all of such counterpart copies shall together constitute the same agreement. This Agreement, however, shall not be binding until and unless each of the Parties has executed a counterpart and delivered a copy of it to the other Parties. The delivery of the executed copy of the Agreement by facsimile, e-mail, or other means of electronic communication will be deemed as effective as delivery of an original signature page.

**XXVII. AGREEMENT APPROVAL**

27.1 This Cooperative Endeavor Agreement will become binding on DCRT-OSP only after execution by all parties and delivery to CONTRACTOR. Deposit of CONTRACTOR's first payment into any account of DCRT-OSP does not constitute acceptance of this Agreement by DCRT-OSP.

27.2 This Agreement is not effective until executed by all parties, including the Commissioner of Administration, in accordance with La. R.S. 39:11.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

The Parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

**CONTRACTOR:**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DCRT:**

**LOUISIANA DEPARTMENT OF  
CULTURE, RECREATION AND  
TOURISM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Undersecretary  
Date: \_\_\_\_\_

**DCRT-OSP**

**LOUISIANA DEPARTMENT OF  
CULTURE, RECREATION AND  
TOURISM, OFFICE OF STATE PARKS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary  
Date: \_\_\_\_\_

**DOA:**

**LOUISIANA DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commissioner of Administration  
Date: \_\_\_\_\_

## EXHIBIT D - INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's operations and use of the property subject to this Agreement. The cost of such insurance shall be borne by the Contractor.

### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 1. Workers Compensation Workers

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

#### 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$5,000,000 and a minimum general annual aggregate of \$5,000,000. 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. The occurrence limit may be met through a combination of primary and follow form excess/umbrella policies.

#### 3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000.00. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### 4. Liquor Liability (if applicable)

If the Contractor serves alcohol on the premises, Contractor shall maintain or cause to be maintained Liquor Liability insurance covering the sale, service, and furnishing of alcoholic beverages with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

#### 5. Property

Property insurance (or "all-risk" insurance) covering 100% of the full replacement cost of all of structures, personal property, trade fixtures, operating equipment, and improvements located on the Premises. The State shall be named as a Loss Payee as their interests may appear.

**6. Equipment Breakdown**

Equipment Breakdown Insurance (sometimes referred to as Boiler and Machinery Coverage) covering all mechanical, electrical, or pressure systems machinery and equipment operated, used, or installed by Vendor/Contractor in the performance of this Agreement.

**7. Watercraft Liability Insurance**

If Contractor uses watercraft, including but not limited to, the chartering of such watercraft, Contractor shall maintain watercraft liability insurance with minimum limits of \$5,000,000 per occurrence. Watercraft liability coverage must include Protection and Indemnity coverage for third parties.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**C. OTHER INSURANCE PROVISIONS**

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

1. Commercial General Liability, Liquor Liability and Automobile Liability Coverages

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

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

#### **D. ACCEPTABILITY OF INSURERS**

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

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

#### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish DCRT-OSP 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 DCRT-OSP before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holders Shall be listed as follows:

State of Louisiana

Louisiana Department of Culture, Recreation and Tourism, Its Officers, Agents, Employees and Volunteers

P.O. Box 94361

Baton Rouge, LA 70804-9361

Project or Contract #: Poverty Point Reservoir State Park

State of Louisiana

Louisiana Division of Administration, Its Officers, Agents, Employees and Volunteers

1201 N 3<sup>rd</sup> Street, Suite 2-130

Baton Rouge, Louisiana 70802

Project or Contract #: Poverty Point Reservoir State Park

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

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

#### **F. SUBCONTRACTOR**

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

#### **G. WORKERS COMPENSATION INDEMNITY**

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

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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