



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**  
**Development and Operation of an Indoor/Outdoor Café**  
**at the New Orleans Jazz Museum at the Old United States Mint**

**I. Introduction and Purpose**

The Louisiana Department of Culture, Recreation and Tourism (DCRT) invites interested parties to submit proposals to design, build, furnish, operate, and maintain a high-quality indoor/outdoor café at the New Orleans Jazz Museum at the Old United States Mint (Museum) with the option to provide non-exclusive catering services (Project). The Project's objective is to transform the current space into an indoor/outdoor café that enhances visitor experience and increases self-generated revenue for the Museum. The selected contractor will be responsible for providing all design, construction, project management, financing, and related services necessary to convert the designated area into an indoor/outdoor café, as well as for the ongoing operation of the café. Proposers are expected to offer creative and practical design solutions that both preserve the building's historical/structural integrity and align with the museum's setting and operational needs. The Project shall be expenditure-neutral and revenue-positive for the DCRT. Contractor shall be responsible for all costs associated with the Project, including but not limited to, all labor, materials, equipment, design services, furnishings, construction, permitting, and operational services.

The public purpose and goal of the Project is to provide an enhanced visitor experience by providing high-quality amenities to the public in accordance with the DCRT's mission and governmental purposes. The Project will be carried out pursuant to a revenue-sharing agreement that will be negotiated and let in accordance with La. R.S. 36:204(B)(9)(b) and other applicable laws. Objectives include improving visitor services by delivering high-quality food and beverage options; creating new opportunities to integrate Louisiana foods into public programming; generating new revenue streams to support educational programs and museum operations and reduce reliance on public funds; and strengthening DCRT's financial sustainability in carrying out its public mission.

The Old U.S. Mint is a simple, classic Greek Revival-era building constructed in 1839. It served as a working mint, producing currency for 70 years. In 1909, minting ceased, and the building served various functions, including use as a federal prison from 1932 to 1943. The federal government transferred the building to the state in 1966. The Old U.S. Mint was designated a National Historic Landmark in 1975. In 1981, the Old U.S. Mint opened to the public as a museum in the Louisiana State Museum system.

## **II. The Project**

The DCRT is seeking a qualified party to design, build, furnish, operate, and maintain a high-quality indoor/outdoor café at the New Orleans Jazz Museum at the Old United States Mint (Museum) with the option to provide non-exclusive catering services (Project).

The Project is located at a historic building listed on the National Register of Historic Places. All work performed under this Project must comply with all applicable federal and state laws, rules, regulations, and standards. This includes, but is not limited to, compliance with the Secretary of the Interior's Standards for Rehabilitation (SOI Standards) and the Vieux Carré Commercial District (VCC).

Contractor shall ensure that all design, renovation, and construction activities preserve the building's historic character. All plans must be submitted in writing to the DCRT and approved by the DCRT prior to any work begins. The DCRT's approval of such plans does not guarantee the plans meet SOI Standards.

Contractor shall be solely responsible, at its own cost, for identifying, obtaining, and maintaining all required zoning approvals, permits, and licenses, including but not limited to occupational licenses, necessary to lawfully operate the café and to provide catering services. Contractor shall ensure that all such approvals and licenses remain valid for the duration of the contract.

## **III. Property/Location**

The New Orleans Jazz Museum at the Old United States Mint is a cultural destination celebrating the history and ongoing legacy of jazz. The Museum is located at 400 Esplanade Avenue, New Orleans, Louisiana 70116 (Property). The Museum exhibits, gift shop, learning area, and museum offices are located on the first and second floors. The third floor of the Museum boasts a state-of-the-art performance venue with regular musical performances. A permanent outdoor stage and visitor area designed for music festivals and regular performances is currently under construction, with completion expected in summer 2026.

The area specifically designated for the Project includes an indoor area consisting of approximately 850 square feet and an outdoor courtyard consisting of approximately 1,200 square feet. **Exhibit A** provides a rendering of the Museum indicating the location of the café. The **Schedule of Events** provides a planned date for a site visit of the Property for interested parties.

The Property subject to the Project is all of Square sixteen (16), situated in the Second Municipal District, bound by Esplanade Avenue, Barracks Street, Decatur Street, and North Peters Street, City of New Orleans, Parish of Orleans, State of Louisiana. The Property subject to the Project was acquired by the State of Louisiana pursuant to a Quitclaim Deed dated August 5, 1966, and recorded in Conveyance Book 678A, Page 198 of the Conveyance Records of Orleans Parish, State of Louisiana on September 12, 1966. Any 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. 25:341](#) provides specifically for the public purposes of the office of the state museum. [La. R.S. 25:342](#) recognizes and designates the New Orleans Jazz Museum at the Old United States Mint as property of the Louisiana State Museum system (LSM) administered by the office of the state museum. The mission and purpose of the LSM are set forth in [R.S. 25:341\(B\)](#).

[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 B**]. 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 for eligibility and substantial compliance with the RFP requirements. Proposals that are received timely 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 the proposer’s overall strategy and understanding of the Project requirements. Criteria include clarity, completeness, and logic of the proposed approach; understanding of the LSM’s mission, visitor experience needs, and the historic-building constraints of the Museum; quality and feasibility of proposed design concepts for indoor and outdoor spaces; approaches to integrating cultural relevance, accessibility, sustainability, and regulatory compliance; and soundness of methods for coordinating design, construction, and operational planning. 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 (25%)** – Consideration of the proposer’s demonstrated ability to deliver the Project successfully. Criteria include organizational capacity and staff qualifications; relevant experience operating cafés/restaurants, especially in cultural or public-venue environments; experience with design/build projects and historic or regulated facilities; financial stability and ability to fund capital improvements; risk identification and mitigation strategies; and any other evidence indicative of the proposer’s ability to successfully carry out the Project as proposed. **Score 0-25 points**

**Proposed Revenue / Financial Proposal (20%)** – Consideration of the financial strength and benefit of the proposal to the LSM. The committee may consider the proposed revenue-sharing model, or financial return to the DCRT; reasonableness of projected revenues, expenses, and assumptions; capital investment commitments, if applicable, and clarity of cost structure; long-term financial sustainability of the proposed operation. The committee may also consider the value of any proposed improvements to the Property. **Score 0-20 points**

**Project Schedule and Management (15%)** – Consideration of the proposer’s ability to efficiently plan and manage the Project. The committee may consider whether the proposal presents a realistic and detailed Project schedule, including milestones for design, permitting, construction, and launch; a clear and strategic Project management structure, communication plan, and identification of key personnel; the proposer’s approach to managing contractors, suppliers, and inspections; and the proposer’s strategies to minimize disruption to ongoing Museum operations. **Score 0-15 points**

**Operating Plan of the Project (15%)** – Consideration of the strength and viability of the proposer’s café operations plan. The committee may consider and evaluate the proposer’s menu concept, pricing strategy, and how the proposer intends to align with visitor needs. The committee will review the proposer’s staffing plan, training programs, and customer service standards; approach to daily operations, hours of service, and integration with Museum events; compliance with health, safety, and regulatory requirements; and sustainability practices, local sourcing, and waste-management approaches. **Score 0-15 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. Proposers shall include the following information in their submissions. The Evaluation Committee will use these materials to score each category based on the criteria provided in the Evaluation section.

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
  - 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 (25%)

Proposers shall describe their plans, staffing, timelines, and methods for carrying out all components of the Project. The proposal shall address, at minimum, the following:

- a. **Project Understanding and Objectives**
  - Explanation of the proposer's understanding of the Project's goals, the LSM's mission, visitor needs, and the unique requirements of operating within a historic building
  - Identification of key project constraints, including historic-preservation requirements, site conditions, operational limitations, and regulatory obligations
- b. **Design and Construction Approach**
  - Conceptual design approach for indoor and outdoor café areas, including layout concepts, seating, shading, lighting, landscaping, furnishings, architectural and engineering considerations, utility connections, accessibility features, and integration of cultural elements
  - Description of how the proposer will ensure compliance with all applicable federal, state, and local laws, codes, health and safety regulations, ADA requirements, and Museum-specific policies
  - Explanation of how required permits, approvals, inspections, and reviews will be obtained, tracked, and managed throughout the Project
  - If an onsite kitchen is proposed, a preliminary design describing required kitchen equipment, ventilation, grease traps, plumbing, electrical, fire suppression, and other necessary components
- c. **Project Management, Staffing, and Oversight**
  - Overview of the proposer's management structure, including identification of key personnel, roles, lines of responsibility, and organizational reporting relationships
  - Preliminary staffing approach for the design and build phases
  - Description of the project coordination strategy, including communication protocols, contractor and supplier management, and quality-control measures
- d. **Project Schedule and Delivery Plan**
  - A proposed schedule for design, permitting, construction, installation, inspections, and commencement of operations, including major milestones and critical-path activities
  - Explanation of how the proposer will maintain schedule integrity and mitigate potential delays
  - Comprehensive plan describing how the proposer will carry the Project from design through construction and into operational launch
- e. **Operational Approach**
  - Description of the proposer's approach to operating the completed café, including staffing plans, maintenance and cleaning routines, guest services, public access, and coordination with Museum operations.

- Overview of how the proposed operational model will support revenue generation and long-term viability
  - Clear and detailed explanation of how the proposer intends to offer catering services as part of its overall food and beverage operation, if applicable.
- f. Any other information the proposer deems relevant to demonstrating capability, readiness, and feasible approach to successfully completing the Project.

### 3. Feasibility and Capacity (25%)

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 with similar café/restaurant operations, particularly within cultural institutions, museums, historic properties, or other public venues
  - 2) Demonstrated experience with design/build projects, including work in regulated or historic facilities
  - 3) Relevant professional certifications, licenses, and industry credentials held by the proposer and its key staff
  - 4) Qualifications, training, and experience of key personnel who will be assigned to the Project, including management and operational staff
  - 5) The proposer's business track record, including past performance, safety record, compliance history, customer service ratings, and operational reliability
  - 6) 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) 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)

- 2) 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
- 3) Disclosure of any material financial events, litigation, bankruptcy, debt restructuring, or other conditions that may affect the proposer's ability to perform
- 4) Evidence of the proposer's internal financial controls, accounting practices, and reporting systems to ensure accuracy, transparency, and compliance with contract requirements
- 5) Evidence of sufficient financial stability and resources to support operations, transition/start-up activities, staffing, capital needs, and ongoing maintenance obligations

#### **4. Proposed Revenue / Financial Proposal (20%)**

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, 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, as applicable, including supplies, utilities, maintenance, and staffing. 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.

#### **5. Project Schedule and Management (15%)**

Proposals shall include a detailed plan for timely and effective management of all phases of the Project. Required contents include:

- a. A project schedule showing major milestones, including design, permitting, construction, equipment installation, inspections, and café opening
- b. Description of the proposer's project management approach, including communication methods, reporting procedures, supervision, and quality control protocols
- c. Identification of key personnel responsible for project delivery and their roles
- d. Approach to managing contractors, vendors, and subcontractors
- e. Strategies to minimize disruption to ongoing Museum operations during construction or installation
- f. Any additional information demonstrating the proposer's ability to manage the Project efficiently

**6. Operating Plan of the Project (15%)**

Proposers shall provide a detailed operational plan demonstrating readiness to operate a high-quality café. Required contents include:

- a. Menu concept, sample menu offerings, pricing strategy, and explanation of how the café will serve Museum visitors and staff
- b. Daily operations plan, including staffing; customer service protocols; hours of operation; food preparation plans; routine and preventative maintenance; plan for compliance with all health, safety, food service, and regulatory requirements
- c. Sustainability practices, including local sourcing, waste-management strategies, and environmentally responsible operations
- d. Plan for coordination with Museum events, programs, and facility needs
- e. 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
- f. Plan for risk mitigation and safety procedures, as applicable
- g. Plan for marketing and community engagement
- h. If proposal includes a catering services plan, proposal must include a description of catering capabilities, including event sizes and types the proposer can serve
- i. Any other operational information supporting the viability and quality of the proposed café

**VII. Schedule of Events**

Schedule of Events	
Public Notice of RFP	May 15, 2026
Property Site Visit – New Orleans Jazz Museum at the Old U.S. Mint, 400 Esplanade Avenue, New Orleans, LA 70116	June 9, 2026, at 10:00 AM CT
Deadline for interested parties to submit questions regarding the RFP and Project – arichey@crt.la.gov	June 23, 2026, at 5:00 PM CT
Deadline for DCRT to post responses to proposers’ questions	July 7, 2026
Deadline for submission of proposals	July 21, 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 is subject to change. Any changes will be posted on the website.

**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 the deadline set forth in the Schedule of Events. 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, Contractor may have to furnish a good and solvent bond in an amount equal to the contract costs for the faithful performance of its duties, including but not limited to, guaranteeing the timely completion of the renovation component 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 the DCRT. Contractor shall submit a good and solvent performance bond to the DCRT within ten (10) calendar days of the execution of the Agreement. No mobilization or on-site work shall commence until bond is received and approved by the DCRT. The surety bond shall remain in full force through Substantial Completion, Final Completion, acceptance of the renovation component of the Project, and any correction period/warranty specified in the Agreement. The cost of the required bond shall be paid by Contractor.
  
- B. **Insurance.** Following the award, upon execution of the Agreement, and before the Project commences, 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 C]**
  
- 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 Louisiana 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.
  
- D. **No Obligation.** The issuance of this RFP does not obligate the DCRT to enter into an 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 at any time. A proposer may supplement, correct, and/or withdraw its proposal at any point until the deadline for submission and upon the DCRT's request.
- F. **Acknowledgment.** By submitting a proposal, the proposer acknowledges that it understands and agrees to comply with all requirements associated with contracting with the DCRT and that it has thoroughly reviewed all applicable state and federal laws and regulations; the Property; all federal, state, and local permitting requirements; and the proposal instructions and sample contract included in this solicitation.
- 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, in its sole discretion, may require all proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation regarding information that is relevant to the Project; however, the DCRT reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made by the proposer during these discussions, if conducted, may become formally recorded in the Agreement. Written or oral discussions or presentations for clarification may be conducted to enhance the DCRT's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

## EXHIBIT A – RENDERING OF THE CAFÉ AREA

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 the DCRT and CONTRACTOR.



**EXHIBIT B -AGREEMENT TEMPLATE**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

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

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 the State Museum (“DCRT-OSM”), whose mailing address is Post Office Box 2448, New Orleans, Louisiana 70176, and TBD (“CONTRACTOR”) whose mailing address is \_\_\_\_\_, (collectively, “the Parties”) for the public purposes and in accordance with the terms and conditions set forth herein and in any exhibits/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. 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. 25:341](#) provides specifically for the public purposes of the office of the state museum. [La. R.S. 25:342](#) recognizes and designates the New Orleans Jazz Museum at the Old United States Mint as property of the Louisiana State Museum system (LSM) administered by the office of the state museum. The mission and purpose of the LSM are set forth in [R.S. 25:341\(B\)](#).
- 1.3 [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.
- 1.4 [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.
- 1.5 [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.
- 1.6 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”):

All of Square sixteen (16), situated in the Second Municipal District, bound by Esplanade Avenue, Barracks Street, Decatur Street, and North Peters Street, City of New Orleans, Parish of Orleans, State of Louisiana.

## **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 the DCRT-OSM 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 an initial term of five (5) years, beginning on [date] and ending on [date], with an option to renew for up to two (2) additional five-year terms (“Option”), in accordance with applicable law.
- 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 the DCRT-OSM and CONTRACTOR for the purpose of designing, building, furnishing, operating, and maintaining a high-quality indoor/outdoor café at the New Orleans Jazz Museum at the Old United States Mint (Project).
- 5.2 Whereas, the DCRT-OSM 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, the DCRT-OSM’s governmental purpose is to administer, manage, operate, and maintain the Louisiana State Museum. The public purpose of the Louisiana State Museum is to serve as a historical, cultural, and educational institution whose primary purpose shall be to collect, preserve, and present, as an educational resource, objects of art, documents, artifacts, and the like that reflect the history, art, and culture of Louisiana.
- 5.4 Whereas, the public purpose for this Agreement is as follows:
  - 5.4.1 This purpose of the Project is to design, build, furnish, operate, and maintain a high-quality indoor/outdoor café at the New Orleans Jazz Museum at the Old United States Mint (Museum) at no net cost to DCRT-OSM.
  - 5.4.2 The Project serves a valid public purpose by improving visitor experience by delivering high-quality food and beverage options; creating new opportunities to integrate Louisiana foods into public programming; and generating new revenue streams to support educational programs.
  - 5.4.3 The Project will generate revenue for Museum operations through the revenue sharing agreement between the Parties, which helps support Museum operations, reduces reliance on public funds and strengthens DCRT’s financial sustainability in carrying out its public mission.

- 5.5 Whereas, this Agreement creates reciprocal obligations between the DCRT-OSM and CONTRACTOR and the DCRT-OSM 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, the DCRT-OSM and CONTRACTOR certify that the transaction is not of a kind that is 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 the DCRT-OSM for review, (2) obtain written consent from the DCRT-OSM 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 the DCRT-OSM, which permission shall not be unreasonably withheld.

## **VII. PAYMENT TERMS**

- 7.1 No public funds shall be paid or transferred by the DCRT-OSM 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 The DCRT-OSM and CONTRACTOR shall ensure that the DCRT-OSM shall receive payments and/or a share of revenue that, at a minimum, satisfies the requirements of Louisiana Constitution Article 7, Section 14.
- 7.4 The DCRT-OSM and CONTRACTOR hereby agree to share in the revenues generated by and through the Project authorized herein.

7.5 All revenue remitted to the DCRT-OSM shall be deposited and spent in accordance with applicable law.

7.6 CONTRACTOR shall remit payments to the DCRT-OSM as follows:

a. At minimum, CONTRACTOR shall remit to the DCRT-OSM monthly payments of \_\_\_\_\_ **and 00/Cents (\$ \_\_\_\_\_)** (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. CONTRACTOR shall retain \_\_\_\_\_ percent (\_\_\_\_%) of the monthly gross revenue generated from the Project and remit an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the monthly gross revenue generated from the Project to the DCRT-OSM, including but not limited to, food/beverage sales and other revenue generated from activities conducted on the Property.

c. For purposes of this Agreement, “**gross revenue**” shall be defined as the total amount of all sales, charges, fees, and other receipts of any kind received or earned by CONTRACTOR arising from or relating to the operation of the Project, whether received in cash, by credit card, electronic payment, or otherwise, before any deductions. Gross Revenue includes, without limitation, sales of food, beverages, and merchandise; catering, special events, rentals, and private functions conducted through the café; commissions, service charges, and convenience fees collected from customers; revenue from online or mobile orders fulfilled at the café; and gift card or voucher redemptions (at the time of redemption).

Gross Revenue **excludes** sales tax, occupancy tax, or other government-mandated charges collected from customers and remitted to the taxing authority; manufacturer or distributor rebates, coupons, or discounts not reimbursed by a third party; tips or gratuities paid directly to employees or distributed through a tip pool; insurance proceeds, grants, donations, or other funds unrelated to operations; and refunds issued to customers for returned or canceled orders.

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 the DCRT-OSM in the amounts specified in Section 7.6 above, CONTRACTOR shall contemporaneously provide the DCRT-OSM with reports detailing the gross revenue it generated each month from the Project. Upon filing of monthly sales tax returns, CONTRACTOR shall provide a copy of the state sales tax return reconciled with percentage revenue share calculations.
- 7.9 CONTRACTOR shall submit written reports to the DCRT-OSM on a monthly basis. Each report shall include relevant and current information regarding the Project, including at a minimum: updates on facility conditions, including any construction, repairs, maintenance, or equipment issues affecting café operations; staffing levels and scheduling; sales and visitation data relevant to café usage; any incidents involving health or food safety, guest safety, law enforcement, insurance claims, property damage, or potential liability; any partial or full closures, including reasons and duration; operating hours, including any deviations from the approved schedule; and any other matters that may materially affect café operations or the Museum's use of the premises. Reports shall be submitted to the DCRT-OSM no later than fifteen (15) days following the end of each reporting month.
- 7.10 CONTRACTOR shall remit payment to the DCRT-OSM 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, the DCRT-OSM may immediately terminate this Agreement, or at the DCRT-OSM's option, the DCRT-OSM 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 the DCRT-OSM is owed. Furthermore, at the DCRT-OSM'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) 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. 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. 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 the DCRT-OSM at the following address:

Department of Culture, Recreation and Tourism, Office of the State Museum  
Attention: Greg Lambousy  
Post Office Box 2448  
New Orleans, Louisiana 70176

## **VIII. PROJECT REQUIREMENTS**

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

### **Additional project requirements to be determined based on proposal**

- 8.1 Contractor shall be solely responsible, at its own cost, for identifying, obtaining, and maintaining all required zoning approvals, permits, and licenses, including but not limited to occupational licenses, necessary to lawfully operate the café and to provide catering services. Contractor shall ensure that all such approvals and licenses remain valid for the duration of the contract.
- 8.2 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.
- 8.3 CONTRACTOR shall be solely responsible for the regular cleaning, upkeep, and routine maintenance of all areas associated with the café, including indoor and outdoor seating areas, service counters, food preparation spaces, storage areas, equipment, fixtures, and any adjacent areas used in connection with café operations. Maintenance responsibilities include, but are not limited to, daily cleaning, trash removal, sanitation, minor repairs, and ensuring that all café-related areas are kept in a clean, safe, and orderly condition at all times. The Contractor shall perform all such maintenance in accordance with all applicable laws, health and safety regulations, and museum policies.
- 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 the DCRT-OSM. 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.

**The following Project requirements will apply to the DCRT-OSM:**

- 8.4 The DCRT-OSM 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.

**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 the DCRT-OSM 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-OSM:

Name: Greg Lambousy  
Title: Director  
Address: Post Office Box 2448, New Orleans, LA 70176  
Phone: (504) 427-2190  
Email: glambousy@crt.la.gov  
Project: New Orleans Jazz Museum Café

For CONTRACTOR:

Name: TBD  
Title:  
Address:  
Phone:  
Email:  
Project: New Orleans Jazz Museum Café

- 9.2 The DCRT-OSM 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 the DCRT-OSM responsible for ensuring CONTRACTOR's compliance or performance.

## **X. CONDITIONS**

- 10.1 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.
- 10.2 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 the DCRT-OSM with proof of compliance, upon request.
- 10.3 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.
- 10.4 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.
  - 10.4.1 **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.
  - 10.4.2 **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.
- 10.5 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.

- 10.6 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.
- 10.7 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 the DCRT-OSM's name, trademarks, logos, or refer to the DCRT-OSM as a client or partner in any promotional materials, without first obtaining the DCRT-OSM'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.
- 10.8 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 the DCRT-OSM's prior written consent. CONTRACTOR or its subcontractors must submit a written request to the DCRT-OSM 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.
- 10.9 All records, reports, documents, and other material delivered or transmitted to CONTRACTOR by the DCRT-OSM shall remain the property of the DCRT-OSM, and shall be returned by CONTRACTOR to the DCRT-OSM, at CONTRACTOR's expense, at termination or expiration of the Agreement. Copies of all material related to the Agreement and/or obtained or prepared by CONTRACTOR in connection with the performance of the Project contracted for herein shall remain the property of the DCRT-OSM, and shall be delivered by CONTRACTOR to the DCRT-OSM upon the DCRT-OSM's request and at CONTRACTOR'S expense, at termination or expiration of the Agreement.
- 10.10 CONTRACTOR has the duty to cooperate fully with the DCRT-OSM and provide any all requested information and/or documentation of any nature and/or in any format. to the DCRT-OSM when requested. This duty applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, CONTRACTOR shall neither limit nor impede the DCRT-OSM's right to audit, nor shall CONTRACTOR withhold the DCRT-OSM-owned documents.

- 10.11 CONTRACTOR shall protect from unauthorized use and disclosure all information relating to the DCRT-OSM's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to CONTRACTOR in carrying out this Agreement. CONTRACTOR shall use protective measures that are the same or more effective than those used by the DCRT-OSM. CONTRACTOR is not required to protect information or data that is publicly available outside the scope of this Agreement, already rightfully in CONTRACTOR'S possession, independently developed by CONTRACTOR outside the scope of this Agreement, or rightfully obtained from third parties.
- 10.12 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.
- 10.13 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.
- 10.14 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 CONTRACTOR in the performance of the Project called for in this Agreement. CONTRACTOR agrees to immediately notify the DCRT-OSM if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 10.15 In accordance with La. R.S. 42:1267(B)(3) and the state of Louisiana's Information Security Policy, if CONTRACTOR, any of its employees, agents, or subcontractors will have access to the state government information technology assets, CONTRACTOR'S employees, agents, or subcontractors with such access must complete cybersecurity training annually, and CONTRACTOR must present evidence of such compliance annually and upon request. 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-OSM-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.

## **XI. RESERVATIONS**

- 11.1 The DCRT-OSM 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.
- 11.2 The DCRT-OSM 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 the DCRT-OSM.
- 11.3 The DCRT-OSM 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 the DCRT-OSM shall not be liable to CONTRACTOR for damages resulting from the exercise of any rights reserved herein.

## **XII. ASSIGNMENT**

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

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

- 13.1 CONTRACTOR accepts the Property in its present condition and the DCRT-OSM 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.
- 13.2 CONTRACTOR further agrees to obtain and maintain adequate amounts/levels of insurance pursuant to that described in **Exhibit A** to this Agreement. Any such policy of insurance shall name the DCRT-OSM and the Louisiana Division of Administration as additional insureds.
- 13.3 CONTRACTOR shall furnish to the DCRT-OSM certificates of insurance and all required endorsements evidencing the insurance coverages required herein. All such certificates and endorsements must be received and approved in writing by the DCRT-OSM prior to CONTRACTOR, any subcontractor, or any person or entity acting on CONTRACTOR's

behalf entering the Property, mobilizing, or commencing any portion of the Project. Failure of the DCRT-OSM to approve the required certificates and endorsements shall prohibit commencement of the Project, and any work performed prior to such approval shall be deemed unauthorized and undertaken solely at CONTRACTOR's risk and expense. CONTRACTOR shall maintain all required insurance in full force and effect throughout the duration of the Work and shall promptly provide updated certificates or endorsements upon renewal, modification, cancellation, or request by the DCRT-OSM.

- 13.4 CONTRACTOR further agrees to require any subcontractor to obtain and maintain adequate amounts/levels of insurance pursuant to that described in Exhibit A to this Agreement. Any such policy of insurance shall name the DCRT-OSM and the Louisiana Division of Administration as additional insureds.
- 13.5 CONTRACTOR further agrees to defend, indemnify and to hold the DCRT-OSM 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 the DCRT-OSM's (or its assigns) exercise of rights cited herein under Section XI. Reservations.
- 13.6 CONTRACTOR shall promptly, and in any event within five (5) Business Days, notify the DCRT-OSM 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 the DCRT-OSM.
- 13.7 CONTRACTOR shall, at the DCRT-OSM'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 the DCRT-OSM 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.
- 13.8 CONTRACTOR shall produce and provide the certificate(s) of insurance upon which the DCRT-OSM and the Louisiana Division of Administration are identified as additional insureds on an annual basis and/or when reasonably requested by the DCRT-OSM.

#### **XIV. TERMINATION/CANCELLATION**

- 14.1 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, the DCRT-OSM 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 the DCRT-OSM may immediately cancel this Agreement without putting CONTRACTOR in default.

- 14.2 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, the DCRT-OSM may immediately cancel this Agreement without prior notice or necessity of putting CONTRACTOR in default.
- 14.3 The DCRT-OSM 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.
- 14.4 CONTRACTOR may surrender this Agreement at any time, either during the original term or any extension of the original term by giving the DCRT-OSM 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 the DCRT-OSM 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.
- 14.5 Upon termination of this Agreement, CONTRACTOR will *ipso facto* forfeit any right of recourse against the DCRT-OSM for return of all or part of the consideration paid.
- 14.6 In the event of cancellation or termination for any reason, the DCRT-OSM, 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, the DCRT-OSM 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 the DCRT-OSM 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 the DCRT-OSM 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.

- 14.7 Should the DCRT-OSM 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.
- 14.8 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 the DCRT-OSM for any costs expended by the DCRT-OSM to support the Project, in accordance with terms set by the DCRT-OSM.

**XV. E-VERIFY**

- 15.1 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.

**XVI. NOTICE**

- 16.1 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-OSM: Nancy Watkins, Undersecretary  
Louisiana Department of Culture, Recreation and Tourism  
P.O. Box 94361  
Baton Rouge, Louisiana 70804  
Email: nwatkins@crt.la.gov

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

TO CONTRACTOR: TBD  
Address  
Email:

**XVII. FISCAL FUNDING CLAUSE**

- 17.1 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.

### **XVIII. FORCE MAJEURE**

- 18.1 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.

### **XIX. RELATIONSHIP BETWEEN THE PARTIES**

- 19.1 The relationship between CONTRACTOR and the DCRT-OSM 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 the DCRT-OSM.

### **XX. LOUISIANA DEPARTMENT OF REVENUE COMPLIANCE**

- 20.1 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 the DCRT-OSM 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.

### **XXI. INTERPRETATION OF AGREEMENT**

- 21.1 Pursuant to the mutual negotiation of this Agreement by the parties hereto, each with the advice and assistance of legal counsel, the parties acknowledge and agree that this Agreement shall not be deemed to have been furnished or drafted by any one party for purposes of interpretation. Accordingly, to the fullest extent permitted under Louisiana law, including La. C.C. article 2056, no rule of construction requiring that ambiguities or doubts be interpreted against the party furnishing the text or in favor of a non-drafting party shall apply to the interpretation of this Agreement.

## **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 Exhibits 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. EFFECT OF 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. AGREEMENT APPROVAL**

- 25.1 This Cooperative Endeavor Agreement will become binding on the DCRT-OSM only after execution by all parties and delivery to CONTRACTOR. Deposit of CONTRACTOR's first payment into any account of the DCRT-OSM does not constitute acceptance of this Agreement by the DCRT-OSM.
- 25.2 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:**

**TBD**

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

**DCRT:**

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

By: \_\_\_\_\_  
Name: Nancy Watkins  
Title: Undersecretary

**DCRT-OSM**

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

By: \_\_\_\_\_  
Name: Rebecca Mackie  
Title: Assistant Secretary

**DOA:**

**LOUISIANA DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Name: Taylor F. Barras  
Title: Commissioner of Administration

## EXHIBIT C - INSURANCE REQUIREMENTS FOR CONTRACTOR<sup>1</sup>

Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's operations and use of the property subject to this Agreement. The cost of such insurance shall be borne by 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 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 \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The occurrence limit may be met through a combination of primary and follow form excess/umbrella policies.

#### 3. Automobile Liability (if applicable)

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 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 (if applicable)

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 DCRT-OSM shall be named as a Loss Payee as their interests may appear.

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<sup>1</sup> Required coverage amounts subject to review and modification by Office of Risk Management based on scope and risk associated with Project.

**6. Equipment Breakdown (if applicable)**

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 Contractor in the performance of this Agreement.

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

Any deductibles or self-insured retentions must be declared to and accepted by DCRT-OSM. 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. The DCRT-OSM, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by 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 the DCRT-OSM.

b. Contractor's insurance shall be primary with respect to the DCRT-OSM, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the DCRT-OSM shall be excess and non-contributory of Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

a. All policies must be endorsed to require thirty (30) days' written notice of cancellation to the DCRT-OSM. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in 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 the DCRT-OSM 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 the DCRT-OSM for payment of premiums or for assessments under any form of the policies.

d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the DCRT-OSM, 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, 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 the DCRT-OSM with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the DCRT-OSM 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 #: New Orleans Jazz Museum Café

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 #: New Orleans Jazz Museum Café

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The DCRT-OSM reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of Contractor to furnish, deliver and maintain required insurance, this Agreement, at the election of the DCRT-OSM, may be suspended, discontinued or terminated. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve 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 DCRT-OSM 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 Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.