



**STATE OF LOUISIANA
LOUISIANA ECONOMIC DEVELOPMENT**

**REQUEST FOR QUALIFICATIONS (“RFQ”)
TO PARTICIPATE IN EXPENDITURE VERIFICATION REPORT
ENGAGEMENTS FOR THE HIGH IMPACT JOBS PROGRAM**

RFQ DUE DATE/TIME:

NOVEMBER 21, 2025 BY 4:00 PM (CST)

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ATTACHMENTS

Attachment "A"	High Impact Jobs Program Accounting Guidelines
Attachment "B"	High Impact Jobs Program Template CPA Contract

1 GENERAL INFORMATION

1.1 Purpose

This Request for Qualifications (RFQ) is issued by LOUISIANA ECONOMIC DEVELOPMENT (LED) for the purpose of obtaining information to assist LED in selecting accounting firms to provide verification reports required for the new High Impact Jobs Program administered by LED. These services will be obtained through professional services contracts, which are not required to be competitively awarded through public bid or request for proposal procedures; this is an informal informational procedure. LED will select multiple contractors from firms providing sufficient information for LED to determine them to be capable of performing the required services within the required time frames and budget.

1.2 Scope of Services

LED is seeking professional accounting services needed in connection with the High Impact Jobs Program. LED shall contract with accounting firms **on a per report, as needed, as requested basis**, for the production of an Expenditure Verification Report*, in conformity with applicable program requirements, at a cost not to exceed \$25,000 per project, based upon an hourly rate not to exceed \$225 per hour.

For informational purposes only, current program auditing guidelines may be referred to as an example of the nature and scope of work to be performed, and are attached as Exhibit A. Such guidelines and procedures are subject to change.

Even if a firm is selected by LED, there is no guarantee of the amount of assigned work.

1.3 Nature of Services-Verification Report*

The accounting firm shall: a) perform procedures to obtain reasonable assurance about whether financial statements are free of material misstatement caused by error, fraud or illegal acts, b) examine sufficient evidential matter to support any opinions or comments expressed.

The term "verification report" may include any agreed upon procedure, attestation, audit, or other report, as required by statute or LED rule.

1.4 Required Qualifications-General

The participant, if a CPA or CPA firm, must demonstrate they possess an active unrestricted original certified public account license; maintains a current Louisiana certified public account firm permit; actively participates in a Peer Review Program approved by the State Board of Certified Public Accountants of Louisiana; completes eight hours of continuing professional education in approved LED tax credit attestation courses per reporting cycle*; is capable of conducting two levels of review within the CPA firm or, if not within the firm, then through a cooperative endeavor with another CPA for the review of a verification report prior to its issuance.

CPA may contract with LED for general accounting services, but will be expected to perform a conflicts check prior to acceptance of any requested assignment, and LED may not select a CPA to perform a verification report if a CPA has performed (or whose CPA firm or an affiliate of the CPA or the CPA firm has performed) any other services relating to that project (including all attest and non-attestation services, e.g. identification and quantification analysis, quantified benefits projection, application preparation).

2 RFQ INFORMATION

In order to consider your firm, we ask that your RFQ include all of the following information:

2.1 Company Information

Interested parties should submit: physical and mailing address, telephone and fax numbers, e-mail address and website. Indicate whether your firm is local, regional, or national. Will you use third parties for any of the services provided under this Contract? If yes, then identify the parties.

2.2 Experience and Qualifications of Proposed Staff and Executive Summary

Participant should submit sufficient information to satisfy evaluators that the CPA or CPA firm has the appropriate experience and qualifications to perform the scope of services as described herein:

- 1) The written RFQ must specify key individuals who will be on the attestation engagement and indicate their necessary skills and experience. An emphasis will be placed on the qualifications/certifications of the participant's staff and the availability of the staff to handle the numerous engagements. The RFQ should include education, certifications (CPA, CFF, CFE, and CIA), CPE and recent experience of key individuals, with particular reference to their ability to analyze complex transactions and qualifying activities.
 - a. The CPA or CPA firm, must demonstrate they possess an active unrestricted original certified public account license; maintains a current Louisiana certified public account firm permit; actively participates in a Peer Review Program approved by the State Board of Certified Public Accountants of Louisiana; completes eight hours of continuing professional education in an approved LED tax credit attestation courses per reporting cycle; is capable of conducting two levels of review within the CPA firm or, if not within the firm, then through a cooperative endeavor with another CPA for the review of a verification report prior to its issuance.
- 2) If applicable, the participant should clearly document specific examples where the firm has provided attestation engagements or services as prescribed for any other statutory incentive program administered by LED.
- 3) Brief statement (no more than 200 words) of why the participant feels it should be considered and should summarize the unique value their proposed firm would add to the engagement.

2.3 Cost Information

The RFQ must include an hourly rate schedule-one hourly rate for partner/manager and one hourly rate for support for each staff role as well as a blended rate not to exceed \$225 per hour.

2.4 Billing and Payment

Contractor's hourly rates will be inclusive of all work performed for services and related costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. No Contractor charges above the hourly rate or statutory maximum fee per service rendered will be accepted.

3 ADMINISTRATIVE INFORMATION

3.1 Term of Contract

The term of any contract resulting from this RFQ is tentatively scheduled to begin 1/1/2026 for an initial one-year term, with an LED option to extend the term two additional years.

3.2 RFQ Coordinator

This RFQ is available in PDF form at www.louisianaeconomicdevelopment.com/RFQ. All questions regarding the RFQ process must be directed via email to the RFQ Coordinator: LEDRFQ-RFP@la.gov

3.3 RFQ Inquiries

LED will consider written inquiries and requests for clarification regarding the Scope of Services and other substantive matters relating to this RFQ, submitted to the RFQ Coordinator, through 4:00 p.m., CST on 11/14/2025.

Responses and clarifications that may be of value to other participants will be posted at www.louisianaeconomicdevelopment.com/RFQ.

LED reserves the right to modify the RFQ should a need for change be identified. Requests for email notification of such modifications may be made through the RFQ Coordinator.

To be considered by LED, responses to this RFQ must be received by 4:00 p.m., CST, 11/21/2025.

3.4 RFQ Submission

Interested parties shall submit ONE copy of the completed RFQ, signed by an authorized representative of the firm, via email to the RFQ Coordinator: LEDRFQ-RFP@la.gov

3.5 RFQ Consideration

LED reserves the right to reject any and all submitted proposals and to request additional information from any and all proposers.

3.6 RFQ Award

The name(s) of successful proposal(s) will be posted on LED's website.



STATE OF LOUISIANA
LOUISIANA ECONOMIC DEVELOPMENT
High Impact Jobs Program
Accounting Guidelines

High Impact Jobs Program

Expenditure Verification Report Instructions

Purpose:

La. R.S. 51:2771 establishes the High Impact Jobs Program. In order to document actual qualifying program expenditures incurred by Program participants, the statute requires the Program participant to submit an Expenditure Verification Report (“EVR”) prepared by an independent Louisiana Certified Public Accountant (“CPA”), in accordance with La. R.S. 36:104.1. The CPA is to comply with the “agreed upon procedures” established by Louisiana Economic Development (“LED”). The agreed upon procedures must also be conducted in accordance with Statements on Standards for Attestation Engagements (“SSAE”) established by the American Institute of Certified Public Accountants (“AICPA”). When the CPA completes their agreed upon procedures, they are to prepare an EVR in the form of procedures and findings which must be submitted to LED.

The required agreed upon procedures relate to engagement acceptance, reporting of the results of the analysis, and the underlying detail analysis of program participant expenditures. The following are minimum procedures that must be completed by the CPA as part of the required analysis; however, the CPA shall perform whatever additional procedures deemed necessary to ensure fair reporting of Program participant expenditures within the intent of the statutes. References to AICPA Professional Standards, SSAE Numbers 18 and 19, or Statements on Auditing Standards, are presented by “AT-C” or “AU-C” section and paragraph numbers, respectively.

A. Conditions for Engagement Performance:

1. The CPA must ensure that conditions required for engagement acceptance have been satisfied. (AT-C 215.10 and AT-C 315.09).
2. The CPA must obtain appropriate representations from the responsible party and/or Program participants concerning compliance with requirements of La R.S. 51:2771 for determining and reporting qualifying Program expenditures. (AT-C 215.27 thru.29 and AT-C 315.25).
3. The CPA must ensure he or she has a sufficient understanding of the specified compliance requirements of La R.S. 51:2771. (AT-C 315.23 thru .24).
4. No expenditure verification report submitted to LED for the High Impact Jobs program shall be performed by a CPA who has performed (or whose CPA firm or an affiliate of the CPA or the CPA firm has performed) any other services relating to the applicant, the applicant’s parent company, or any of the applicant’s subsidiaries.

5. The CPA must comply with the requirements of La R.S. 36:104.1, specifically the requirement to maintain a current Louisiana certified public accounting firm permit.
6. Upon assignment of the engagement, CPA shall inspect the Program participant's contract terms to determine if additional procedures specific to compliance with the contract may be necessary. The CPA will discuss any proposed additional procedures with LED and include the agreed upon procedures to be performed as part of the engagement letter.

B. Reporting Procedures:

1. The CPA must present a written report clearly presenting the agreed upon procedures performed, and their findings over the established threshold in relation to the requirements of La R.S. 51:2771. (AT-C 215.24 thru .26, .31 thru .33).
2. The CPA firm must include in its report a detailed explanation of any discrepancy over the established threshold for reporting exceptions as listed in the procedures to be performed between the amounts presented as qualifying Program expenditures by the Program participant and the amounts deemed as qualifying by the CPA. (AT-C 215.24 thru .26).
3. The CPA must include the following specific elements within his or her report (AT-C 315.26):
 - a. A title that includes the word "independent" to clearly indicate that it is the report of an independent accountant.
 - b. Identification of the engaging party (LED).
 - c. Identification of the Program name and participants.
 - d. Identification of the subject matter to which the procedures have been applied, including the period or point in time addressed, and reference to the character of the engagement.
 - e. Identification of the specified requirements (La. R.S. 51:21771) and contract terms against which the Program participant's compliance was measured or evaluated.
 - f. A statement that the Program participant's compliance with La. R.S. 51:2771 is the responsibility of the Program participant's management.
 - g. A statement that the agreed upon procedures, which are required by LED, were performed to assist the specified parties in evaluating the Program participant's compliance with requirements of La. R.S. 51:2771.

- h. A Statement that LED acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement.
- i. A statement that the agreed upon procedures engagement was conducted in accordance with attestation standards established by the AICPA.
- j. A statement that the CPA's report may not be suitable for any other purpose.
- k. A statement that the procedures performed may not address all the items of interest to a user of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.
- l. A statement that an agreed upon procedures engagement involves the CPA firm performing specific procedures that LED has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.
- m. A list of the procedures performed (or reference thereto) and related findings, including sufficient details on exceptions found (The CPA firm should not provide a conclusion).
- n. Where applicable, a description of any agreed upon specified threshold for reporting exceptions.
- o. A statement that the CPA was not engaged to and did not conduct an "examination" or "review" of the Program participant's compliance with the specified requirements, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with specified requirements, and a statement that if the CPA had performed additional procedures, other matters might have come to his or her attention that would have been reported.
- p. A statement that the CPA firm does not express such an opinion or conclusion.
- q. A statement that the CPA firm is required to be independent of the Program participant and to meet the CPA firm's other ethical responsibilities, in accordance with the relevant ethical requirements relating to the agreed upon procedures engagement.
- r. Statement restricting the use of the report to LED.
- s. Where applicable, reservation or restrictions concerning procedures or findings as discussed in AT-C 215.A60.
- t. Where applicable, a description of the nature of the assistance provided by the CPA firm's external specialist as discussed in AT-C 215.A28 thru .A30.

- u. The manual or printed signature of the CPA firm.
 - v. The city in Louisiana where the CPA firm's report is issued.
 - w. The date of the report (The report should be dated no earlier than the date on which the CPA firm completed the procedures and determined the findings, including that the attestation documentation has been reviewed).
4. The EVR must present a "Statement of Qualifying Program Expenditures" with sufficient detail to allow an uninformed reader to understand the individual types of expenditures presented and the appropriate amounts determined to be qualifying during the reporting Contract Period (the "Period").
5. The EVR must contain sufficient footnotes to explain all material transactions and operating policies and procedures impacting the determination of qualifying expenditures as presented on the "Statement of Qualifying Program Expenditures". At a minimum, the footnotes must include:
- a. Responsible Party or Parties – The specific legal entity or entities actually incurring the reported qualifying expenditures must be identified, and confirmed as the appropriate Program participant(s).
 - b. Accounting Policies and Procedures - Complete disclosure of the Program participant's accounting policies and procedures for identifying, segregating, and reporting qualifying Program expenditures within their accounting books and records. Where qualifying expenditures are based on cost allocations, the procedures and material assumptions used to make those cost allocations must be explained.
 - c. Qualifying Program Expenditures – The statutes and associated rules have established specific criteria in determining qualifying Program expenditures expended in Louisiana during the Period. The Responsible Party's and/or Program participant's understanding of those criteria must be summarized to clearly establish their understanding of qualifying expenditures.
 - d. Related Parties – The CPA must specifically address the existence of any related party transactions presented as qualifying expenditures. If none exist, that must be stated clearly. If related party transactions exist, the CPA must ensure that the Program participant has provide sufficient detail information to meet the related party reporting requirements established by the AICPA (AU-C 550).
 - e. Non-Louisiana costs – The CPA must provide a breakdown of all non-Louisiana costs and must include the budget item and the amount of the transaction. If there are no non-Louisiana costs, the EVR must include a note to that effect.

C. Analysis Procedures:

1. Documentation of Accounting Policies and Procedures

- a. CPA will request that management of the Company provide narratives of the accounting policies and procedures used to identify, segment and report qualifying program expenditures in Louisiana, as those terms are defined within the statute and rules. This will be included in the notes to the Cost Report.

2. Baseline Jobs

- a. CPA will obtain the listing of Baseline Jobs (Annual Certification Spreadsheet).
- b. CPA will evaluate Baseline Jobs and Baseline Payroll to confirm compliance with provisions of the contract with the Company by performing the following procedures:
 - i. CPA will confirm that the Baseline Jobs position(s) agrees to the full-time position for which they were hired by inspecting documentation in their personnel file.
 - ii. CPA will confirm that the Baseline Jobs were maintained during the Period for which credits are requested. CPA will confirm that each employee was a full-time employee as defined in La. R.S. 51:2771 and rules promulgated by LED.

3. New Jobs

- a. CPA will obtain the detailed listing of New Jobs from the Company relevant to the Contract for the Period. The listing reports the employee's name, date of hire, position, date of payment, and the amount of salary paid.
- b. CPA will confirm that a minimum of one new job was created with a Minimum Payroll Threshold that is equal to or greater than the average wage cited in the contract per month from the date of initial employment, was a full-time employee during the payroll Period under review. CPA will inspect various payroll information and Forms W-2.
- c. CPA will confirm their position on the detailed listing of New Jobs agrees to the position for which they were hired in their contract and is a new position created by inspecting documentation in each employee's personnel file and comparing to the application.
- d. CPA will confirm that each New Job is a full-time employee by inspecting a sample of time reports (one per quarter), Form W-2, and other payroll information for each employee.
- e. CPA will confirm that New Jobs are employees who were previously not on the Company's Louisiana payroll, nor previously on the payroll of the Company's parent or subsidiary or affiliate in Louisiana, nor was the employee previously on the payroll

of an entity acquired by the company prior to the contract date, or any business whose physical location and employees are the same as the Company. CPA will obtain payroll information for the prior year and confirm that none of the New Jobs were employees working for the Company before the start of the Contract Period.

- f. CPA will confirm that all jobs being claimed for the High Impact Jobs benefit meet the definition of a New Job and include the option to enroll in a health benefit plan as defined in La. R.S. 51:2771 and rules promulgated by LED.

4. Rehire Employees, if any

- a. CPA will determine whether any of the New Jobs are Rehire Employees and confirm they have been off of the payroll for a period of at least four months and hired for a position that is not a Baseline Job by inspecting the payroll records and personnel file information.

5. Payment of Expenditures

- a. CPA will obtain the bank statements from the Company for the Period covered by the EVR. CPA will obtain the payroll records of the Company for the Contract Period and select a valid sample of transactions for each employee per quarter. CPA will confirm that the payroll expenditures were actually made by the Company as evidenced by deductions in the bank account statements maintained by the Company and that the disbursement cleared the bank during the Period.

6. Louisiana Residency and Other

- a. CPA will inspect the Form W-2 and agree the address to the personnel files to confirm that each New Jobs employee is a Louisiana resident.
- b. CPA will agree each employee's pay rate to their employment agreement, other documentation in their personnel file, and the payroll register used to compile the EVR.
- c. CPA will agree the New Jobs employees to schedules of employees at the project site listed in the Contract.
- d. While CPA does not have access to every transaction or report of the Company, CPA will confirm that no expenditures included on the EVR were included in any other LED incentives by discussing with management of the Company who will confirm this in a management representation letter.
- e. CPA will confirm that the EVR includes only qualifying payroll expenditures directly related to the creation of new jobs. CPA will confirm that no business unit, corporate indirect costs, general and administrative expenses, the Program application fee, bonuses, overtime, taxes and benefits are included in the totals. This will also be

discussed with management of the Company who will confirm this in a management representation letter.

- f. If applicable, CPA will confirm if the jobs were created in a distressed area at the time the Contract was executed. "Distressed areas" are defined as 25% of parishes with lowest average annual wage (per the Bureau of Labor Statistics) or areas identified as "deeply distressed" by the federal New Markets Tax Credit Program or as otherwise approved by the Secretary.
- g. If applicable, CPA will inquire of the Program applicant whether any jobs for highly skilled workers with advanced degrees were retained during the Period. Program applicant must provide third party information such as an employment offer from an institution outside Louisiana as evidence of the need to retain the employee in Louisiana. An advanced degree includes any academic degree earned after a bachelor's degree, such as a master's or doctoral degree.

7. Related Parties

- a. CPA will comment on whether any related party transactions were identified and included in the totals reported on the EVR. CPA will inquire of management as to whether any related parties are included, research corporate records to search for any relationships, and have management confirm in the management representation letter.
- b. CPA will perform detail analysis procedures related to reported qualifying Louisiana expenditures to ensure that all "related party transactions" have been identified, have been subjected to appropriate additional analysis as required by the AICPA (AU-C 550) to ensure that their reported values are equivalent to "arms-length" transactions, and have a business purpose and economic substance. CPA will ensure that appropriate footnote disclosures related to these transactions have been made.

Because the agreed-upon procedures listed above do not constitute an examination, CPA will not express an opinion on management's assertions. In addition, CPA have no obligation to perform any procedures beyond those listed above.

CPA will submit a report listing the procedures performed and their findings. This report is intended solely for the use of Louisiana Economic Development and the applicant, and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. CPA's report will contain a paragraph indicating that the CPA performed additional procedures, other matters might have come to our attention that would have been reported.

PROFESSIONAL SERVICES AGREEMENT

Between
STATE OF LOUISIANA,
LOUISIANA ECONOMIC DEVELOPMENT
And
CPA FIRM

Be It Known, that effective as of the 1st day of January, 2026, **Louisiana Economic Development**, IBM Building, 100 North Street, Baton Rouge, LA 70802 (hereinafter sometimes referred to as the "Department", "LED" or "State"), and **CPA FIRM**, [address] (hereinafter sometimes referred to as "CPA" or as "Contractor"), have entered into this Professional Services Agreement (sometimes herein called "agreement" or "contract") under the following terms and conditions.

I. Introduction

In order to serve the public for the purposes hereinafter declared, **Louisiana Economic Development** and **CPA FIRM** have entered into this Professional Services Agreement.

In support of the goals of LED, the Contractor proposes to undertake the programs and projects as described under Section II, "Scope of Services" below to provide necessary services. The State is seeking assistance with professional accounting services needed in connection with the High Impact Jobs Program, all on an **as needed, as requested basis**. The CPA/Contractor is willing to assist the State in these endeavors. These services and this contract have a public purpose, and they are in the public interest of the State of Louisiana and its citizens.

II. Scope of Services

The **Goals** of this contract are for CPA to provide LED with professional accounting services which will assist LED in achieving success in the performance of its economic development activities in Louisiana.

The **Objectives** of this contract are for CPA to provide professional accounting services to the State, needed in connection with programs administered by **Louisiana Economic Development**, including but not limited to the following program: High Impact Jobs Program all on an **as needed, as requested basis**.

In connection therewith, CPA agrees to furnish the following professional services:

- 1) CPA shall create and submit to LED **periodic expenditure verification reports**, in conformity with applicable program requirements;
 - a. CPA shall: i) perform procedures to obtain reasonable assurance about whether financial statements are free of material misstatement caused by error, fraud or illegal acts, ii) examine sufficient evidential matter to support any opinions or comments expressed.
 - b. The term "verification report" may include any agreed upon procedure, tax opinion, attestation, audit, or other report, as required by statute or LED rule.
- 2) participate in periodic meetings, telephone calls and conferences, to discuss any concerns or other matters related to LED incentive programs.

Independence.

- 1) CPA will be expected to perform a conflicts check on a per project basis prior to acceptance of any requested assignment, and LED may not select a CPA to perform a verification report if a CPA has performed (or whose CPA firm or an affiliate of the CPA or the CPA firm has performed) any other services relating to that project (including all attest and non-attestation services, e.g. identification and quantification analysis, quantified benefits projection, application preparation).
- 2) **In order to avoid any real or perceived conflicts of interest, CPA shall not represent any other party in any other matter relating to LED's High Impact Jobs Program, unless specifically released from this obligation in writing by LED.**
- 3) For the avoidance of doubt, **LED would consider the following to be a conflict of interest:**
 - i) valuation of any program benefits potentially to be issued by LED;
 - ii) evaluation of the sufficiency or quality of work product of any CPA firm under contract with LED to provide expenditure verification reports for the High Impact Jobs Program or any other statutory incentive program administered by LED, or;
 - iii) **providing business consulting services for companies participating in the above named LED incentive program.**

When appropriate CPA shall provide oral and/or written responses or materials to requests for advice, information and documents; and the performance indicator for these services shall be the provision of a response or document within the time period established at the time of the request.

CPA shall regularly and timely provide to LED copies of written or electronic communications, correspondence, responses, reports, analyses, evaluations, or other pertinent forms, documentation and related materials that either are prepared or received by CPA; and the performance indicator for these services shall be the submission of the communications, correspondence, responses, reports, analyses, evaluations, or other pertinent forms, documentation and related materials in the form prescribed on a timely basis.

III. Deliverables

CPA shall produce and provide to LED:

- (a) the professional accounting services and documentation sought through this agreement, including the related materials described above;
- (b) CPA shall create and submit to LED **periodic verification reports**, in conformity with applicable program requirements;
- (c) *at project completion*, along with submission of CPA's verification or other final report, CPA shall submit **periodic invoices for payment**, describing or itemizing the services provided, to be consistent with the provisions, goals and objectives of this agreement; and after their receipt and approval by LED payments may be made by LED;
- (d) CPA must demonstrate to LED on a periodic basis that:
 - i) they possess an active unrestricted original certified public account license;
 - ii) maintain a current Louisiana certified public account firm permit;
 - iii) they actively participate in a Peer Review Program approved by the State Board of Certified Public Accountants of Louisiana;
 - iv) staff have completed eight hours of continuing professional education in an approved LED tax credit attestation course per reporting cycle;
 - v) they are capable of conducting two levels of review within the CPA firm or, if not within the firm, then through a cooperative endeavor with another CPA for the review of a verification report prior to its issuance.

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

IV. LED's Contract Monitor

The Secretary of LED, or her designee, will designate and may change from time to time, one or more persons on his staff to act as LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and LED, and to perform various duties which are specifically provided for in this agreement.

V. Performance Measures

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

- (1) CPA's activities and performance of services in the achievement of and consistent with the provisions, goals and objectives of this agreement.
- (2) CPA's periodic Invoices for services and other materials and documents (as described above) along with any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this agreement.

VI. Monitoring Plan

During the term of this agreement, LED's Contract Monitor shall review and analyze CPA's verification reports, as well as its Invoice (or Invoices), to ensure compliance with contract requirements; and shall:

- A. Contact CPA for further detail, information or documentation when necessary; and
- B. Coordinate with LED's fiscal office for payment to CPA, and/or obtaining of any further needed documentation.

CPA shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to provide a verification report as required. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

VII. Maximum Fee / Allocated Amount

The applicant shall be responsible for and assessed the actual cost of the verification report, in accordance with La. R.S. 36:104.1.

The **per project** cost to LED shall not exceed **\$25,000** and shall be based upon an hourly rate not to exceed **\$225 per hour**

The **total** cost to LED for the accounting services contemplated by this agreement shall not exceed the sum of **X DOLLARS (\$X)**, which total sum shall be inclusive of all fees, costs and expenses to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this agreement shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by LED. Any payments/reimbursements which may be due under this agreement will be allowed only for charges/expenditures occurring between and including the dates of **January 1, 2026**, and **December 31, 2026**, and all of Contractor's services shall be completed by that date.

VIII. Payment Terms

In consideration of the professional services to be provided as described above, and provided progress and/or completion of CPA's services are to the reasonable satisfaction of LED, payment of fees not to exceed the sum stated above shall be made to CPA by LED. Verification reports shall not exceed the maximum statutory fee listed above, based upon **an hourly blended rate not to exceed \$225 per hour**, in accordance with the hourly rates set forth in **Exhibit A**, which is made a part hereof by this reference.

CPA's Invoices shall describe or itemize all the services provided during the previous period covered by the Invoice, with specific reference to the project and nature of the work performed (e.g. research, review of files, etc.), listing time by date for the work performed by hour, the time spent to the quarter of an hour, and the rate applied to the service; however, CPA may not charge a fee for the preparation or processing of CPA's Invoices. CPA's Invoices for services shall be submitted to the State (to LED's Contract Monitor) for review and approval. CPA's submission of each such Invoice shall constitute a certification from CPA that all services required in connection with this contract for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. The frequency of such periodic Invoices shall be on a project basis, upon project completion.

CPA also agrees to comply with the following instructions when submitting Invoices:

INSTRUCTIONS FOR SUBMITTING INVOICES

At project completion, along with submission of CPA's verification or other final report, an itemization of all work performed, listing time by date for work performed by hours, down to the quarter of an hour with specific reference to the nature of the work performed (e.g. drafting of expert reports, research, review of files, etc.) should be invoiced to Louisiana Economic Development.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Telephone expenses - a copy of the telephone bill indicating the telephone calls made in reference to the contract. A listing of telephone billings on the invoice with the original kept by CPA for review by the State.
2. Express Mail - a copy of the invoice from the vendor.
3. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
4. Photocopying - number of copies and the amount per copy or if outside photocopying is utilized a receipt must be included.

CPA shall be reimbursed for out-of-pocket expenses only in accordance with and limited by the regulations issued from time to time by the Division of Administration. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours and if it does not cause service charges for that to exceed eight (8) hours. Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contractor's approved compensation, or allocated amount, and then only in accordance with and limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED or attached to periodic Invoices for reimbursement.

IX. Contract Term

This contract shall begin as of **January 1, 2026** and this contract shall terminate on **December 31, 2026**, unless amended and extended in writing, approved and signed by all parties.

X. Tax Liability

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

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

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

XI. Termination for Convenience

Either party may terminate this agreement at any time by giving thirty (30) days written notice. The State may amend this agreement due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XII. Termination for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

XIII. Remedies for Default

Any claim or controversy arising out of this agreement shall be resolved under the provisions of LSA – R.S. 39:1672.1 through 1672.4.

In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business or ceases to do business in Louisiana during the term of this agreement, this agreement shall be terminated as provided in Section XII above, and within thirty (30) days of such

termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement for services not yet performed, not yet completed, not satisfactorily performed or completed, or for documents or controversies which have not yet been resolved.

XIV. Ownership of Materials

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this agreement. All records, reports, documents, or other materials related to this agreement and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be delivered or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this agreement.

XV. Assignment of Interest

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

XVI. Audits and Auditors; Department of Justice

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

XVII. Fiscal Funding

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

XVIII. Public Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, 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 and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XIX. State Liability

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

XX. Non-Discrimination Clause

Contractor agrees to abide by the requirements of the following as amended and as applicable: Title VI and Title VII of the Civil Rights Act of 1964; Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this 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.

XXI. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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

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

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

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

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

XXIII. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.

XXIV. Notice of Insufficiency

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

XXV. Choice of Law; Conflicts of Interest; Code of Ethics

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

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

XXVI. Ambiguous Terms

Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this contract or any amendment to this contract.

XXVII. Separate Counterparts

This contract may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

XXIII. Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

XXIX. Entire Agreement

This agreement, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

Thus done and signed by the Parties hereto:

CPA FIRM, CONTRACTOR

By: _____
Signature of Authorized Representative (Date)

Printed Name: _____

Title: _____

LOUISIANA ECONOMIC DEVELOPMENT (LED)

By: _____
Signature (Date)

Printed Name: Kathy Blankenship

Title: Deputy Undersecretary

LED CONTRACT MONITOR:

Signature

Printed Name: Christina Smith

Title: Executive Director of Operations

Professional services agreement: LED & CPA FIRM (January 1, 2026)

DRAFT EXAMPLE - Exhibit “A”

Hourly billing rates by staff level:

Director	\$250-300
Manager	\$200-250
Supervisors & Seniors	\$150-200
Staff	\$100-150

Or alternatively:

CPA – Hourly billing rates by staff level:

All staff levels	\$225
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