

REQUEST FOR QUALIFICATIONS

FOR THE FOLLOWING PROJECT

PROGRAM MANAGEMENT SERVICES

FOR THE

BATON ROUGE METROPOLITAN AIRPORT



RFQ NO. 16-001

RFQ Submittals due

July 14, 2016 by 2:00 PM

Submit Original and Ten Copies to:

City of Baton Rouge

Purchasing Department

ATTN: Patti J. Wallace, CPPB

222 St. Louis Street

8rd Floor, Suite 826

Baton Rouge, LA 70802

PREPARED BY

CITY OF BATON ROUGE

PARISH OF EAST BATON ROUGE

GREATER BATON ROUGE AIRPORT DISTRICT

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SECTION A

PUBLIC NOTICE FOR PROGRAM MANAGEMENT SERVICES

The Advocate
Baton Rouge, Louisiana
Payment Voucher # 11228115

To be published two times
Legal –6/17/16 and 6/24/16

PUBLIC NOTICE
INVITATION FOR PROGRAM MANAGEMENT SERVICES

The City of Baton Rouge, Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District (“Airport”) are seeking Request of Qualifications (RFQ) from highly qualified consulting firms interested in providing consulting services in connection with the project entitled:

PROGRAM MANAGEMENT SERVICES
FOR THE BATON ROUGE METROPOLITAN AIRPORT
R.F.Q. NO. 16-001
PROFESSIONAL SERVICE FEE: TO BE NEGOTIATED

This project will be in strict compliance with all applicable Airport rules and regulations, and all Federal, State, and Local laws and regulations.

Interested firms may obtain official Request for Qualifications (RFQ) package from the Purchasing Division, Room 826, 222 St. Louis St., Baton Rouge, Louisiana, 70801 or by telephoning 225-389-3259, extension 0; by fax request to 225-389-4841, or by email request to purchasinginfo@brgov.com. Only those firms that have obtained the official RFQ package for this project will be considered by the Airport. Additionally, the firm selected for this project will be required to execute the Airport standard contract for Professional Services, as may be amended for this project. Responding firms must be prepared to provide a Federal Aviation Administration (FAA) audited overhead rate for the purpose of contract negotiations. Any questions or problems related to the obtaining of the RFQ package should be directed by email to purchasinginfo@brgov.com.

The original and five (5) hard copies, plus one electronic copy in .pdf format, of a Statement of Qualifications are to be submitted in a sealed envelope bearing the name and address of the Consultant, and should be clearly marked “Statement of Qualifications – Program Management Services” to Patti J. Wallace, Director of Purchasing, City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division, Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70801. Statements of Qualifications for these services will be accepted until **2:00 PM (CST), Local Time, July 14, 2016.**

Statement of Qualifications that have not been stamped received by the above aforementioned deadline date and time will be rejected. Delivery of the Statement of Qualifications shall be made via hand delivery, courier, or U.S. Mail. No facsimile or electronic submission will be accepted.

Any questions concerning the scope of work or submittal process should be in writing and directed to Ralph Hennessy, Assistant Director of Aviation at the address noted above or emailed to rhennessy@brgov.com. Any questions must be submitted no later than 4:00 p.m. (CST), June 30, 2016. All questions will be responded to in writing or via addendum no later than 2:00 p.m. (CST), July 7, 2016.

Policy: It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts with airports that receive federal funds. BRMA has established a DBE program in accordance with these regulations. **There is DBE goal of 11.5% set for this solicitation.** The Airport encourages the use of DBE's certified under the Louisiana Unified Certification Program. Additionally, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, the Airport hereby notifies all submitters that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit a response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The employees of the Greater Baton Rouge Airport District and members of the Greater Baton Rouge Airport Commission request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any employee, Metropolitan Council Member, or Airport Commission Member concerning this project during the selection process period (**initial advertisement – final selection**), except to submit written questions as provided above.

The selection committee will meet on **July 19, 2016 at 4:00 p.m. (CST)** at the Baton Rouge Metropolitan Airport, Suite 300, Terminal Building, 9430 Jackie Cochran Drive, Baton Rouge, Louisiana to establish a consultant "short list" of not more than three (3) firms.

On **Tuesday, August 2, 2016 at 3:30 p.m. (CST)**, "Oral Presentations" will be received from the "short listed" consultants and presented to the Greater Baton Rouge Airport Commission followed by the final selection. The "Oral Presentations" and final selection shall be before the Greater Baton Rouge Airport Commission and take place in the Commission Chambers located at the Baton Rouge Metropolitan Airport, Suite 300, Terminal Building, 9430 Jackie Cochran Drive, Baton Rouge, Louisiana. Both the selection committee meeting and the Airport Commission meeting are open to the Public, and representatives from all interested firms are invited to be present. However, no team members of any of the "short listed" firms/teams shall be allowed to attend the presentations of the other competing firms/teams.

The proposed service will be financed by a grant administered by the Federal Aviation Administration (FAA) and State of Louisiana Department of Transportation and Development – Office of Aviation. This proposed service is contingent upon receipt of such a grant or other grants, along with the securing of other required approvals. The contract will be administered by the Greater Baton Rouge Airport District. The Baton Rouge Metropolitan Airport reserves the right to reject all of the submittals in response to this Request for Qualifications.

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE
MELVIN L. "KIP" HOLDEN
MAYOR-PRESIDENT**

**PATTI J WALLACE
DIRECTOR OF PURCHASING**

SECTION B
PROJECT SUMMARY
AND
SCOPE OF SERVICES

SCOPE OF SERVICES

The Baton Rouge Metropolitan Airport (BTR) is an airport serving the Baton Rouge region, which is owned and operated by the City of Baton Rouge/Parish of East Baton Rouge through the Greater Baton Rouge Airport District. BTR is a small hub facility providing commercial air travel connecting more than 1.6 million residents across south Louisiana. BTR is the second largest commercial airport in Louisiana and hosts approximately forty-five (45) daily jet flights on three (3) airlines to/from four (4) major hubs. BTR is a primary commercial service airport with three (3) runways of 7,500 feet, 7,004 feet, and 3,779 feet in length. BTR's current size is approximately 1,750 acres at an elevation of seventy (70) feet.

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District desires to hire a qualified consulting firm to provide Program Management Services for those projects identified in the Baton Rouge Metropolitan Airport's Master Plan and possible other projects undertaken by the Airport.

The Airport and the Federal Aviation Administration will develop a more detailed scope of services during the fee negotiation process, which will occur directly after selection.

The Baton Rouge Metropolitan Airport's Master Plan is currently being updated. Upon selection and contract execution, the Program Manager will immediately be required to review the projects and perform the following services:

1. Review all projects.
2. Provide preliminary cost estimates.
3. Coordinate efforts with the financial advisor.
4. Serve as the Airport District's representative in the preliminary or early development phases of projects. Conferring with the Airport on project(s) requirements, finances, schedules, and other pertinent matters during the performance of this service.
5. Attend conferences alone and/or with the Airport, City-Parish officials, state and federal agencies, utility companies and others regarding the various proposed projects(s), general design and status.
6. Assist the Airport in the preparation of pre-applications or applications for federal assistance including the necessary supporting documents.
7. Assist the Greater Baton Rouge Airport District in the preparation of all necessary information, update preliminary cost estimates and/or forms as required by the Federal Aviation Administration.
8. Engineering review, including value engineering of the plans and specifications being developed by the design firms selected by the Metropolitan Council for the various Capital Improvement Projects.

9. Coordination of all project letting and project progress.
10. Providing all “resident inspection” services during project construction.
11. Coordination of some project funds and funding requirements as directed by the Airport.
12. Assist the Airport in the preparation of Request for Qualifications for the firms necessary to complete projects.

The proposed service will be financed by grants administered by the FAA Airport Improvement Program, the State of Louisiana Department of Transportation and Development – Office of Aviation, and other sources. This proposed service is contingent upon receipt of such a grant(s) or other grants along with the securing of other required approvals. The contract will be administered by the Greater Baton Rouge Airport District.

IMPORTANT DEADLINES

Dates

Date	Time	Action
June 17, 2016		Advertisement and Release of RFQ to Public
June 30, 2016	4:00 p.m.	Last Day for Written Inquiries
July 7, 2016	2:00 p.m.	Anticipated Date that answers to written Inquiries shall be released
July 14, 2016	2:00 PM	Request of Qualifications Submission Deadline
July 19, 2016	2:00 p.m.	Selection Committee Meets to select "short listed" consultants
August 2, 2016	3:30 p.m.	Oral Presentations will be received from “short listed” consultants
August 31, 2016		Negotiations of Contract Completed
September 6, 2016		Anticipated Contract Recommendation to Airport Commission
September 14, 2016		Anticipated Contract Recommendation to Metro Council for Approval
October 1, 2016		Anticipated Commencement of Contract

SECTION C
EVALUATION CRITERIA FOR
QUALIFICATION STATEMENTS
AND
SELECTION PROCESS

**EVALUATION CRITERIA
FOR
QUALIFICATION STATEMENTS
AND
SELECTION PROCESS**

A. GENERAL

The procurement of services for these projects is governed by the Department of Transportation regulations (49 CFR Part 18, Subpart C), which implements the requirements of Section 511 of the Airway Safety and Capacity Expansion Act of 1987. In accordance with the Advisory Circular 150/5100-14E, the following criteria will be used in evaluating the consultants qualifications statements:

B. EVALUATION CRITERIA

The evaluation criteria to be used in selecting and ranking consultants include, but are not limited to, the following:

- Capability to perform all or most of the services required for the scope of work.
- Recent experience in airport or aviation related projects.
- Knowledge and experience with the Federal Aviation Administration (FAA) and its policies, procedures, and regulations.
- Recent experience with similar or other projects comparable to the proposed scope of work.
- Reputation for personal and professional integrity and competence.
- Key personnel's professional background, caliber, and availability for the proposed project.
- Current workload.
- Demonstrated ability to meet schedules and deadlines.
- Capability to complete projects without having major cost escalation or overruns.
- Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.
- Quality of projects previously undertaken.
- Familiarity with the proximity to the geographic location of the Airport.

- Capability of a branch office to perform independently of the home office when being considered or conversely, its capability to obtain necessary support from the home office.
- Degree of interest shown in undertaking the project.
- Evidence that consultant has established and implemented an Affirmative Action Program.
- Demonstration of an understanding of the project's potential problems and the Airport's special concerns.
- Knowledge of Federal, State, and City/Parish regulations, policies, and procedures.
- Firm must show evidence that it is now and has been engaged for a period of not less than five (5) years in the project, program and/or construction management of airport projects.

C. DBE PARTICIPATION

The Baton Rouge Metropolitan Airport is committed to ensuring that Disadvantaged Business Enterprise (DBE) firms have the maximum opportunity to participate. The Baton Rouge Metropolitan Airport has a minimum goal of 11.5% participation by certified DBE firms on this project. Prior to the execution of the contract, consultants will be required to submit DBE participation after the scope of services has been determined. **NOTE SECTION "E" for additional requirements.**

D. SELECTION PROCESS

The contract for this project will be awarded through a qualifications based selection process. This process shall consist of evaluation of the Statement of Qualifications and oral presentations and/or interviews of no more than three selected semi-finalists. All statements of qualifications will be reviewed by a "Selection Committee" made up of the Director of Aviation, Assistant Director of Aviation, Airport Safety and Operations Manager, and Airport Business Manager from which not more than three (3) firms will be selected – "short listed." Oral presentations from each of semi-finalist firms and oral interviews with each firm before the Greater Baton Rouge Airport Commission shall follow and the top rated firm will be selected. The selected consultant will then work with the Airport Administration in developing a detailed scope of work and start contract negotiations. After successful contract negotiations, the selected firm or firms will then be presented to the full Airport Commission and City-Parish Metropolitan Council for authorization to enter into a contract for this project.

The selection process shall be as follows:

1. Each member of the Selection Committee shall independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the RFQ submittals, each

member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each consultant prior to the meeting of the Selection Committee in order to establish up to five (5) of their top firms from the list of firms under consideration.

3. On the first ballot and based on their respective scoring, each member shall then vote for his top five (5) firms in accordance with the following weighted voting schedule:

- a) Five points for the first rated firm
- b) Four points for the second rated firm
- c) Three points for the third rated firm
- d) Two points for the fourth rated firm
- e) One point for the fifth rated firm.

Each member shall sign and turn in both their score card and ballot sheet to the selection board recorder.

4. The score of all firms shall then be totaled and up to the top three (3) highest ranking firms shall then be considered for a short list for presentations. In the case of a tie, the tied firms shall be on the short list as well.

5. On the date specified in this RFQ, the short listed firms shall be scheduled to make an oral presentation to the Greater Baton Rouge Airport Commission prior to the final selection. Each presentation shall be no longer than 20 minutes followed by a 10 minute question and answer period for the Commission members. After the Oral Presentation, each Commission member shall then vote for only one (1) firm from the list of the top three (3) highest ranking firms. For a firm to be selected it must receive a simple majority of the votes being cast by the Airport Commission members voting.

6. If a firm does not receive a simple majority after the oral presentation ballot, an additional ballot shall be taken with the top two (2) highest ranking firms, as described in No. 7 below.

7. Once the top two (2) highest ranking firms have been obtained, a third ballot (or possibly a fourth ballot shall be taken) until one (1) firm receives a simple majority of the votes being cast. If no firm receives a simple majority of the votes being cast after these two (2) rounds of balloting, the following tie breaking procedure shall be followed:

1st Tie Breaker: The first tie breaker shall be the total number of votes the firm received on the first round ballot. If both firms received the same number of total points the second tie breaker shall be utilized.

2nd Tie Breaker: The second tie breaker shall be the total number of points each firm received during the "short list" selection process. If both firms received the same number of points, the following tie breaker shall be utilized.

3rd Tie Breaker: The Director of Aviation shall select one of the two firms.

8. The Selection Committee and Airport Commission reserves the right to discuss the firms being considered prior to any voting or balloting.

9. No later than one (1) week after notification of selection, the top rated firm will submit to the Director of Aviation a fee proposal for the services to be provided. Contract fee negotiations will then be held with the top rated firm and

the contract will be recommended for award to the Airport Commission and the City-Parish Metropolitan Council if such negotiations are successful. If satisfactory negotiations do not result, the top rated firm shall be notified in writing that a contract cannot be reached and the Director of Aviation then will proceed to negotiate with the second rated firm. If an acceptable contract cannot be reached with the second firm, they too, will be notified of such in writing and the Director of Aviation will proceed to negotiate with the third firm. If an acceptable contract cannot be reached with any of the top firms, the project will be re-evaluated and re-advertised. In all cases, once contract negotiations have been terminated with a firm and begun with another, they will not be reopened with the former firm or firms. The negotiated fee and contract agreement is subject to Metropolitan Council final review and authorization of the Mayor-President to execute the contract for professional services for this project.

**Selection Committee
Score Card**

SCORECARD FACTORS	Weight/Pts Total Pts	Max
<p>Firm/Team Qualifications and Experience</p> <ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources. • Primary focus should be on Prime Consultants Experience however the other team members must be considered. 	<u>1-25 pts.</u>	25
<p>Key Personnel Qualifications and Experience</p> <ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • Knowledge and experience with the FAA • While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Principals... 	<u>1-25 pts</u>	50
<p>Local Project Experience</p> <ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal..) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion. 	<u>1-10 pts</u>	60
<p>Proposal/Understanding</p> <ul style="list-style-type: none"> • Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. 	<u>1-15 pts</u>	75
<p>Compatibility (firm size related to project magnitude)</p> <ul style="list-style-type: none"> • Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firms current workload. 	<u>1-5pts</u>	80
<p>Current Work Load and Project Awards</p> <ul style="list-style-type: none"> • Number and size of projects currently under contract must be considered in relation to available Staff. • Qualified Firms that have not been awarded a City-Parish contract within the last 3 years should be given priority consideration. 	<u>1-5pts</u>	85
<p>Firm/Team Office Location Where Work Is To Be Performed</p> <ul style="list-style-type: none"> • <u>Qualified</u> firms that maintain an office in East Baton Rouge Parish, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms. 	<u>1-5 pts</u>	90
<p>Past Performance and Other Special Considerations</p> <ul style="list-style-type: none"> • Selection committee members shall independently evaluate each firm considering any past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work. 	<u>1-10 pts</u>	100

SECTION D
STATEMENT OF QUALIFICATIONS

STATEMENT OF QUALIFICATIONS AND SUBMISSION REQUIREMENTS

The original and five (5) hard copies, plus one electronic copy in .pdf format, of a Statement of Qualifications are to be submitted in a sealed envelope bearing the name and address of the Consultant, and should be clearly marked "Statement of Qualifications – Airport Master Plan" to Patti J. Wallace, Director of Purchasing, City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division, Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70801. Statements of Qualifications for these services will be accepted until **2:00 P.M. (CST), Local Time, July 14, 2016.**

Statement of Qualifications that have not been time stamped received by the above aforementioned deadline date and time will be rejected. Any firm submitting a statement of qualification must use the form entitled "Statement of Qualifications for the Greater Baton Rouge Airport District", which is attached hereto and included in this Request for Qualifications packet.

The Baton Rouge Metropolitan Airport reserves the right to reject any and all of the submittals in response to this Request for Qualifications. Additionally, failure to submit all of the information on "Statement of Qualifications for the Greater Baton Rouge Airport District" shall be considered non-responsive and may result in the Qualification Statement to be rejected.

Any questions concerning the scope of work or submittal process should be in writing and directed to Ralph Hennessy, Assistant Director of Aviation at the address noted above or emailed to rhennessy@brgov.com. Any questions must be submitted no later than 4:00 p.m. (CST), June 30, 2016. All questions will be responded to in writing or via addendum, if necessary, no later than 2:00 p.m. (CST), July 7, 2016.

The employees of the Greater Baton Rouge Airport District and members of the Greater Baton Rouge Airport Commission request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any employee, member of Selection Committee, Metropolitan Council Member, or Airport Commission Member concerning this project during the selection process period (**initial advertisement – final selection**), except to submit written questions as provided above.

A. PURPOSE:

The purpose of this Request for Qualification (RFQ) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested. The purpose of the attached form "Statement of Qualification for the Greater Baton Rouge Airport District" is to provide members of the Selection Committee with specific information regarding the qualifications of interested firms submitting for a particular project.

B. DEFINITIONS:

"Principals", are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc. **"Discipline"**, as used in this form, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Consultant", as used in this form, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime", refers to that firm which may be coordinating the concerted and complementary knowledge of several firms, individuals or related services to produce a completed study or finished product. The "prime" would normally be regarded as having full contractual responsibility for quality of performance by itself as well as by professional sub-consultants under its jurisdiction.

"Branch Office", is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the headquarters or main office.

"Key Persons, Specialists, and Sub-consultants", as used in this form, refer to individuals or firms who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

C. INSTRUCTIONS FOR COMPLETING "STATEMENT OF QUALIFICATIONS FOR THE GREATER BATON ROUGE AIRPORT".

- 1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "sub-consultant".
- 1b. Indicate in this block the mailing address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block whether the address shown is for the "main office" or "branch office".
- 1c. Indicate in this block the actual street address of the specific office that will be performing the work on the project.
2. Indicate in this block the complete project name and R.F.Q. project number, and any other project numbers provided in the public notice.
- 3a. Indicate in this block the name, title, any relevant state license or registration number, telephone number, fax number, and email address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 3b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4a. If applicable, indicate any of the firm's relevant Louisiana License or Registration number and the date granted. For an individual or non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. Failure to attach the required Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4b. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.
5. Indicate in this block by discipline and number all employees presently employed at the work location (Item 1b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

If applicable, write in any other additional disciplines not specifically listed you deem necessary and/or intend to utilize to meet the Scope of Services contained in this RFQ. In all cases indicate the total number of people to be utilized to meet the Scope of Services. For National firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item 1b for this project, the firm shall submit the requested information on said personnel and indicating the location of their office(s) and may utilize a separate Statement of Qualifications to achieve this goal.

6. The "Prime" Consultant shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1b). **The prime must perform more than fifty percent (50%) of the work.** Additionally, all sub-consultants shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime. The prime and sub-consultants percentage of the work shall total 100% (see Item 5).
7. The "Prime" consultant shall list in this block the name(s) of the various sub-consultant(s) or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the sub-consultant(s) will be performing, and the percentage of the total work that will be performed by the sub-consultant. Additionally, the prime and subconsultants shall indicate in the appropriate block the prime's previous working relationships with the sub-consultant or associate listed.

If the Prime and listed sub-consultants are selected for the project, and the Prime chooses to use another sub-consultant in lieu of the sub-consultant listed, the Prime must submit in writing to the Greater Baton Rouge Airport District the reason for the requested change. The Airport District may then concur or deny the requested change.

8. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any sub-consultants or associates, if applicable. The individual who is the contact person (Item 3a) shall also be indicated in the organizational chart and their relationship to the project team.
9. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 5) on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item 1b) or clearly identify alternate office location, and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; and (d) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)
10. In this block the respondent shall list the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1b). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

11. The respondent may list up to seven (7) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects, which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
12. The respondent must list in this block, all City-Parish projects which have been awarded the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the Selection Committee for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
13. In this block the respondent should indicate through narrative discussion the reasons why the firm or design team submitting this form believes it is especially qualified to undertake this project. Information provided should include, but not be limited to, such data as: specialized personnel or equipment available for this work; any awards or recognition received by a firm or individuals for similar work; required security clearances to perform the work; special approaches or concepts developed by the firm relevant to this project, etc.

Additionally, the narrative should also include specific reference to the various items specified in the Request For Qualifications Evaluation Criteria (Section "C"). A maximum of three (3) additional sheets (four (4) sheets total) may be utilized to answer this question. Unless otherwise specifically requested in the Request For Qualification all other attachments e.g. company brochures, cover pages, etc. shall be excluded. It is also requested that Statement of Qualification not be bound in a booklet, but be stapled in the upper right-hand or left-hand corner.

STATEMENT OF QUALIFICATIONS FOR THE GREATER BATON ROUGE AIRPORT DISTRICT – Prime Consultant	1a. Official name of firm	2. Name and identification of Project on which submitting:	
	1b. Official mailing address		
3a. Principal to contact (must be same person certifying Item 3b). Name: LA Registration No.: Telephone No.: Fax No.: E-Mail:	3b. I certify that the following information is accurate and complete to the best of my knowledge. Signature: _____ Date: _____		
4a. Firm's LA registration number and date granted (note: Attach a copy of registration certification)	4b. East Baton Rouge Parish current occupational license number		
5. Personnel by discipline (list each person only once, by primary function).			
____ Administrative	____ Electrical Engineers	____ Landscape Architects	____ Survey Chainmen
____ Architects	____ Engineer-In-Training	____ Land Surveyor-In-Training	____ Survey Party Chief
____ Civil Engineers	____ Environmental Engineers	____ Mechanical Engineers	____ Survey Rodmen
____ Construction Inspectors	____ Estimators	____ Professional Land Surveyors	____ Transportation Engineers
____ Draftsmen/CADD Operators	____ Geologists	____ Sanitary Engineers	____ _____
____ Designer/Technician	____ Geotechnical Engineers	____ Specification Writers	____ _____
____ Planners	____ Interior Designers	____ Structural Engineers	____ Total Personnel
6. Indicate the area(s) of responsibility for this project.			

7. List Subconsultants/Associates to be utilized on this project. Attach a Statement of Qualifications for each Subconsultant/Associate. A Subconsultant/Associate not listed here may be utilized on this project only after obtaining written concurrence from the Baton Rouge Metropolitan Airport or other User Agency, if applicable.

<i>Name and address</i>	Specific responsibilities and scope of work on this project	Approximate % of work this project	Worked with Prime before (yes or no)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

8. Project organization chart. Identify the key personnel and their responsibilities for this project. Include Subconsultants/Associates as appropriate.

<p>9. Brief resume of key personnel. These must be employed by the Prime or Subconsultant/Associate and work at the official address listed (item 1c or clearly identify alternate office location).</p>	
<p>a. Name and title</p>	<p>a. Name and title</p>
<p>b. Position or assignment for this project</p>	<p>b. Position or assignment for this project</p>
<p>c. Years professional experience With this firm With other firms</p>	<p>c. Years professional experience With this firm With other firms</p>
<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>	<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>
<p>e. Specific experience and qualifications relevant to this project</p>	<p>e. Specific experience and qualifications relevant to this project</p>

10. List five largest current projects under contract or under contract negotiations that are being (or will be) performed at the official address listed in Item 1c.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				
5.				

11. List all projects your firm has performed at the official address listed in Item c within the past 10 years that are similar or comparable to the proposed project.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				
5.				

12. List all City-Parish projects which have been awarded to applicant as a prime during the past three (3) years.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				
5.				

- 13. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to the various items specified in the Request For Qualifications Evaluation Criteria (Section "C") and the stated scope of work should be included. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.**

STATEMENT OF QUALIFICATIONS FOR THE GREATER BATON ROUGE AIRPORT DISTRICT - Subconsultant/Associate	1a. Official name of firm		2. Name and identification of Project on which submitting:
	1b. Official mailing address	1c. Official street address	
3a. Principal to contact (must be same person certifying Item 3b). Name: LA Registration No.: Telephone No.: Fax No.: E-Mail:		3b. I certify that the following information is accurate and complete to the best of my knowledge. Signature: _____ Date: _____	
4a. Firm's LA registration number and date granted (note: Attach a copy of registration certification)		4b. East Baton Rouge Parish current occupational license number	
5. Personnel by discipline (list each person only once, by primary function).			
____ Administrative	____ Electrical Engineers	____ Landscape Architects	____ Survey Chainmen
____ Architects	____ Engineer-In-Training	____ Land Surveyor-In-Training	____ Survey Party Chief
____ Civil Engineers	____ Environmental Engineers	____ Mechanical Engineers	____ Survey Rodmen
____ Construction Inspectors	____ Estimators	____ Professional Land Surveyors	____ Transportation Engineers
____ Draftsmen/CADD Operators	____ Geologists	____ Sanitary Engineers	____ Biologist
____ Designer/Technician	____ Geotechnical Engineers	____ Specification Writers	____ _____
____ Planners	____ Interior Designers	____ Structural Engineers	____ Total Personnel
6. Indicate the area(s) of responsibility for this project.			

<p>7. Brief resume of key personnel. These must be employed by the sub-consultant/associate and work at the official address listed (item 1c or clearly identify alternate office location).</p>	
<p>a. Name and title</p>	<p>a. Name and title</p>
<p>b. Position or assignment for this project</p>	<p>b. Position or assignment for this project</p>
<p>c. Years professional experience With this firm With other firms</p>	<p>c. Years professional experience With this firm With other firms</p>
<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>	<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>
<p>e. Specific experience and qualifications relevant to this project</p>	<p>e. Specific experience and qualifications relevant to this project</p>

8. List all projects your firm has performed at the official address listed in Item 1c within the past 10 years that are similar or comparable to the proposed project.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's responsibility
1.	
2.	
3.	
4.	
5.	
6.	

- 9. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.**

SECTION E

SPECIAL CONDITIONS AND CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the response solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the Consultant or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- A. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurements of materials

and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive submission or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a sub-Consultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

5. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Consultant, submitter, or offeror certifies by signing and submitting a Statement of Qualifications, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation shall incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Consultant or sub-Consultant, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or sub-Consultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective sub-Consultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The sub-Consultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or sub-Consultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

By submitting a response under this solicitation, the Consultant, submitter, or offeror certifies that at the time of submission of the Statement of Qualifications its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

11. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL SUBMITTER REGARDING LOWER TIER PARTICIPANTS)

The successful submitter, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful submitter will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Submitter or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

12. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its sub-Consultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

13. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

a. Overtime Requirements.

No Consultant or sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) above.

c. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-Consultant for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (b) above.

d. Sub-Consultants.

The Consultant or sub-Consultant shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-Consultant or lower tier sub-Consultant with the clauses set forth in this section.

14. MANDATORY DBE REQUIREMENTS AND SUBMITTALS

It is mandatory for Respondents and Proposers to become familiar with and comply with the Baton Rouge Metropolitan Airport (BRMA) Disadvantaged Business Enterprise (DBE) Program. It is Airport policy that a Respondent or Proposer that fails to submit completed DBE Schedules (forms) and current DBE letter(s) of certification as specified herein will be considered non-responsive.

Mandatory DBE Submittals:

- **Schedule A** is required of all responders when submitting on a project that includes federal funding. This form shall list all firms that plan to participate in the project and describe the work, goods, and/or services to be provided. This form will also indicate the Prime firm's level of DBE participation commitment.
- **Schedule B** is required for every firm that plans to participate in the project. The FAA requires that the information on this form be collected from the prime and each subconsultant.
- **Schedule C** is required in the event that the prime firm fails to meet the DBE goal for the project. Supporting documentation of Good Faith Efforts is required.

Participating DBE firms must be certified by the LAUCP (<http://www8.dotd.louisiana.gov/UCP/>). DBE letters of certification must be submitted and must be current and in compliance with 49 CFR Part 26. Firms with pending and/or expired letters of certification cannot be employed to satisfy the DBE participation requirement. If a submitter is currently certified as a DBE in compliance with 49 CFR Part 26, then it too must properly complete and submit all applicable DBE Schedules (forms) contained herein.

Contractors or consultants and subcontractors or sub-consultants who engage DBE subcontractors or sub-consultants agree to undertake good faith efforts as set forth in 49 CFR Part 26 Appendix A to include DBE participation in any change order work associated with this contract to maintain or exceed the DBE participation level set in this contract. Contractors or consultants and subcontractors and sub-consultants who engage DBE subcontractors or sub-consultants (and any lower level subcontractors or sub-consultants) also agree to make a good faith effort to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the participation level submitted on Schedule A.

The DBE requirements stated herein pertain and can be applied to prime contractors or consultants and/or subcontractors or sub-consultants (and any lower level subcontractors or sub-consultants).

For clarification or copies of BRMA's DBE program, please contact the DBE Liaison Officer at the Baton Rouge Metropolitan Airport, Terminal Building, Suite 300, Baton Rouge, Louisiana, 70807 or (225) 355-0333.

See the DBE Requirements Section for further discussion of the DBE program and copies of the DBE Schedules.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Code of Federal Regulations, Title 49, Part 26 (49 CFR 26) as amended and the Baton Rouge Metropolitan Airport (BRMA) Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference in this contract. Copies of these documents are available upon request from Baton Rouge Metropolitan Airport, DBE Liaison Officer, Terminal Building, 3rd Floor, Baton Rouge, Louisiana, 70807 or call (225) 355-0333.

PART I – POLICY/ COMPLIANCE

- (A) **DBE OBLIGATION**: The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the BRMA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Qualification Statements or Proposals.

The Contractor, Subcontractor or Sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor or Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Award of this contract will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all Respondents or Proposers including those who qualify as a DBE. **A DBE contract goal of 11.5% percent has been established for this contract.** The Respondents or Proposers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Good faith efforts include meeting this DBE goal or providing documentation demonstrating that the Respondents or Proposers made sufficient good faith efforts in attempting to meet this goal.

- (B) **PROMPT PAYMENT**: Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Sub-consultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the BRMA for

request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Sub-consultant within 14 days after the Subcontractor's or Sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BRMA. This clause applies to both DBE and non-DBE Subcontractor or Sub-consultants.

In the event of the Contractor's or Consultant's noncompliance with these prompt payment provisions, BRMA may impose such sanctions and penalties as it or FAA may determine to be appropriate, including, but not limited to, the following:

1. Withholding of payments to the Contractor or Consultant under the contract until it complies, and/or
2. Deduction from a contract funds due or to become due the Contractor or Consultant, and/or
3. Disqualification of the Contractor or Consultant as non-responsible, and/or
4. Cancellation, termination or suspension of the contract in whole or in part, and/or
5. Any other remedy as BRMA or FAA deems appropriate.

(C) FAILURE TO COMPLY WITH DBE REQUIREMENTS: All federally-assisted contract performers (Prime Contractors, Consultants, Subcontractors, Sub-consultants, Engineers, Architects, etc.) are hereby notified that failure to carry out the DBE obligation, as set forth above, shall constitute a breach of contract. The breach of contract will be reviewed by BRMA and FAA which may result in termination of the contract or other remedies deemed appropriate for the given situation.

(D) SUBCONTRACTS: All Contractors or Consultants and Subcontractors or Sub-consultants hereby assure that they will include the following clauses in all subcontracts that offer further subcontracting opportunities.

The Contractor, Sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (BRMA) deems appropriate.

Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Sub-consultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the BRMA for request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Sub-consultant within 14 days after the Subcontractor's or Sub-consultant's work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BRMA. This clause applies to both DBE and non-DBE Subcontractor or Sub-consultants.

- (E) AWARD OF DBE SUBCONTRACTS: The Contractor or Consultant shall, no later than three (3) days from the award of a contract, execute formal contracts or purchase orders with the DBE(s) included in Schedule A.

- (F) COUNTING DBE PARTICIPATION: BRMA will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55. BRMA will only count DBE participation by those DBEs performing commercially useful functions as defined in 49 CFR §26.55. BRMA will not count the participation of DBE Subcontractors or Sub-consultants toward a Contractor's or Consultant's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

The Contractor or Consultant may count its entire expenditure to DBE manufacturers (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The Contractor or Consultant may count sixty percent (60%) of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process as defined in 49 CFR Part 26.55.

A Contractor or Consultant may not count the value of any payment made to a DBE for work that was further subcontracted out by the DBE to a non-DBE.

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

- (A) ELIGIBILITY OF DBEs: The Baton Rouge Metropolitan Airport utilizes the Louisiana Unified Certification Program (LA UCP) for DBE certifications. LA UCP uses the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs. Only DBE firms certified under LA UCP at the time the Qualification Statement or Proposal is submitted will count toward this DBE goal.
- (B) INFORMATION SUPPLIED BY RESPONDENT OR PROPOSER WITHIN 24 HOURS OF STATEMENT OR PROPOSAL SUBMITTAL: Within twenty-four (24) hours from submitting the Qualification Statement or Proposal the Respondents or Proposers shall complete and submit the following schedules (forms) and documents as a condition of responsiveness. The Schedules shall have all blank spaces filled in completely and correctly.

SCHEDULE A – CONTRACT PARTICIPATION AND DBE COMMITMENT FORM (copy attached): It is the obligation of the Respondent or Proposer to make good faith efforts to meet the DBE goal. Respondents or Proposers can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain DBE participation. Schedule A shall accurately detail the work proposed by the Respondents or Proposers to be performed by all firm(s) participating in the project and, if it is a response or proposal, the dollar value of that work. If a Respondent or Proposer is unable to fully meet the DBE goal of this contract, the Respondent or Proposer shall submit within twenty-four (24) hours of the submittal deadline a Schedule C and all documentation demonstrating the good faith efforts made to comply with the DBE requirements.

SCHEDULE B – REQUIRED PARTICIPATION QUESTIONNAIRE FORM (copy attached): Schedule B shall accurately detail the work to be performed by all firms participating in the project. A Schedule B must be submitted for the Respondent or Proposer and for each firm included on Schedule A. Each participating DBE firm must submit a current letter of LAUCP certification with their Schedule B.

SCHEDULE C – DBE UNAVAILABILITY CERTIFICATION FORM (copy attached): Schedule C shall provide documentation of good faith efforts made to obtain DBE participation. Schedule C must be accompanied by supporting documentations such as phone logs, facsimiles, and e-mail correspondence with potential DBE firms. Schedule C is only required when the prime firm is unable to fully meet the DBE contract goal. Further explanation of good faith efforts may be found in Appendix A of 49 CFR Part 26. It is up to BRMA to make a fair and reasonable judgment whether a Respondent or Proposer that did not meet the contract goal made adequate good faith efforts.

PART III – REPORT/RECORDKEEPING REQUIREMENTS

- (A) CONTRACTOR OR CONSULTANT MONTHLY REPORT (copy attached): This form shall be submitted each month with the Prime Contractor or Consultant's invoice for payment from BRMA and shall accurately represent the amount paid to DBE Subcontractor or Sub-consultants during that invoice period. This form must be submitted with every monthly invoice regardless of the amount of payment or lack of payment. This form shall be signed by the Prime Contractor or Consultant and signed by the DBE Subcontractor(s) or Sub-consultant(s) and submitted to the Program Manager. DBE participation will not officially be counted toward the Prime Contractor's or Consultant's commitment until payment has been rendered to the DBE. Failure to submit the required reports may result in the withholding of payment or partial payments to the Contractor or Consultant until the reports are submitted. This form is not required at the time of Qualification Statement or Proposal submittal.
- (B) REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF DBE SUBCONTRACTOR OR SUBCONSULTANT: (copy attached): Any and all requests for authorization to remove and/or substitute a DBE Subcontractor(s) or Sub-consultant(s) must be made in writing by the Prime Contractor, Prime Consultant, Subcontractor or Sub-consultant seeking removal or substitution. This request shall document the scope and value of work to be affected. The Prime Contractor or Consultant making the request must submit with the request the name(s) of replacement DBE and non-DBE Subcontractor(s) or Sub-consultant(s). This form is not required at the time of Qualification Statement or Proposal submittal.

BATON ROUGE METROPOLITAN AIRPORT (BRMA)

Schedule A

Contract Participation and Disadvantaged Business Enterprise (DBE) Commitment

INSTRUCTIONS

Column A. Indicate the firm's role: prime, sub-tier 2 (first-level sub), sub-tier 3 (sub of a sub), manufacturer, regular dealer/supplier, or broker/agent. Please note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Disadvantaged Business Enterprise (DBE) participation. All firms participating (DBE and non-DBE, prime and subs) must be included on the form.

Column B. Provide the name and address of the firm.

Column C. Provide the principal contact person and phone number of the firm.

Column D. Describe the work, goods, and/or services to be provided by the firm.

Column E. Indicate the dollar amount of total proposal (including all alternatives) assigned to the firm. Enter N/A for qualification statements (RFQ).

Column F. Indicate the percent value of the proposal amount of work assigned to the firm. *Total percent value of work should equal 100% to account for all work being performed on the contract.*

Column G. Indicate whether firm is a DBE or non-DBE. DBE-certified means federally certified by a member of the Louisiana Unified Certification Program (www.LAUCP.org). An ACDBE designation recognizes the firm as an airport concessionaire.

Good Faith Efforts to Secure DBE Participation

If required, please attach a completed Schedule C and supporting documents to establish that Good Faith Efforts were undertaken to secure DBE participation with respect to CFR 49 Part 26, Appendix A, Part IV, quoted below:

IV. The following is a list of types of actions which you should consider as part of the proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and

suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposer in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G .Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Schedule A
Contract Participation and DBE Commitment
Continuation Page

A	B	C	D	E	F	G
FIRM ROLE	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	\$ VALUE OF WORK / PURCHASES	% VALUE OF WORK / PURCHASES	DBE, ACDBE or non-DBE
<i>*Prime, sub-tier 2, sub-tier 3 manufacturer, supplier, etc.</i>				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	

**Regular Dealer/Supplier work/purchases is counted at 60% participation toward DBE goal.*

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 1:

Total \$ Value of Work Purchases	Total % Value of Work Purchases	Total DBE Participation
\$	%	%

Schedule A
 Contract Participation and DBE Commitment
 Continuation Page

A	B	C	D	E	F	G
FIRM ROLE <i>*Prime, sub-tier 2, sub-tier 3 manufacturer, supplier, etc.</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	\$ VALUE OF WORK / PURCHASES	% VALUE OF WORK / PURCHASES	DBE, ACDBE or non-DBE
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	
				\$	%	

**Regular Dealer/Supplier work/purchases is counted at 60% participation toward DBE goal.*

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 2:

Total \$ Value of Work Purchases	Total % Value of Work Purchases	Total DBE Participation
\$	%	%

**Schedule B
Required Participation Questionnaire**

INSTRUCTIONS: This information is to be collected and documented for all federally funded projects as required by the Department of Transportation 49 CFR Part 26. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:	2. Official name of firm: Indicate if prime or sub-consultant:	3. Address of office to perform work:								
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:								
7. Name, title, and telephone number of principal contact:	8. Indicate Special Status: <input type="checkbox"/> Minority-owned business <input type="checkbox"/> LAUCP DBE certified* <input type="checkbox"/> Woman-owned business <input type="checkbox"/> <input type="checkbox"/> Small Business SBA certified *A firm participating as a DBE must be certified by the Louisiana Unified Certification Program (LAUCP) by the date of submittal. Current letter of certification shall be attached.									
9. Is this submittal a joint venture (JV) <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues, insert index number: <u> Last Year </u> <u> 2 Years ago </u> <u> 3 Years ago </u>									
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Index</u></th> <th style="text-align: left;"><u>Index</u></th> </tr> </thead> <tbody> <tr> <td>1 less than \$500,000</td> <td>4 \$2,000,000 to \$4,000,000</td> </tr> <tr> <td>2 \$500,000- \$1,000,000</td> <td>5 \$5,000,000 to \$6,000,000</td> </tr> <tr> <td>3 \$1,000,000 to \$2,000,000</td> <td>6 \$6,000,000 or greater</td> </tr> </tbody> </table>		<u>Index</u>	<u>Index</u>	1 less than \$500,000	4 \$2,000,000 to \$4,000,000	2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000	3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater
<u>Index</u>	<u>Index</u>									
1 less than \$500,000	4 \$2,000,000 to \$4,000,000									
2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000									
3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater									

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____
 Printed Name: _____ Title: _____

**Schedule C
DBE Unavailability Certification**

If the Respondent or Proposer cannot fully meet the DBE goal of this Contract, the Respondent or Proposer shall complete Schedule C **and attach documentation demonstrating the Respondent's or Proposer's good faith efforts.** See Appendix A to 49 CFR Part 26, Guidance Concerning Good Faith Efforts. It is up to BRMA to make a fair and reasonable judgment whether a Respondent or Proposer that did not meet the contract goal made adequate good faith efforts.

I, _____, certify that on the date(s) below I invited the following proposed DBE subcontractor(s) or sub-consultant(s) to respond or propose work items to be performed on:

PROJECT NAME: _____ PROJECT NO: _____

Date of Request	Name and Address of DBE Firm	Transmittal Type	Work Items Sought	Describe Response and/or Follow-up

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Sporting documentation of Good Faith Efforts is attached (required).

CONTRACTOR'S OR CONSULTANT'S MONTHLY REPORT

Not Required with RFQ Submittal

PROJECT NAME: _____

A.I.P. PROJECT NO. _____ STATE PROJECT NO. _____

CONTRACTOR OR CONSULTANT: _____

CONTRACT AMOUNT (INCLUDING CHANGE ORDERS): \$ _____

DBE PARTICIPATION COMMITMENT: _____%

ESTIMATED PROJECT COMPLETION DATE: _____

ESTIMATE NO.: _____ REPORT PERIOD FROM: _____ TO: _____

This report covers the previous estimate period and shall be submitted to the Project Engineer with the current month's pay estimate. Questions should be Directed to the Airport Compliance Coordinator.

SUBCONTRACTOR(S) or SUBCONSULTANT(S)	ITEM NUMBER OR DESCRIPTION OF WORK PERFORMED	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	DBE SIGNATURE

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

••••• The BRMA Project Manager or DBELO has reviewed this form. •••••

Project Manager or DBELO's Signature: _____

Date: _____

**REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF A
DBE SUBCONTRACTOR OR SUBCONSULTANT**

Name of Project:

AIP Number:

State Project Number:

AIC Job Number: _____

Contractor or Consultant: _____

Subcontractor or Sub-consultant to be Removed: _____

Proposed Substitute Subcontractor or Sub-consultant: _____

Scope of Work Under Sub agreement: _____

Value of Sub agreement: _____

Is substitution schedule/time sensitive? _____

If yes, indicate date by which resolution is required: _____

Reason(s) for Removal/Substitution (state in detail, use additional sheets if necessary, and attach supporting documentation).

Signature of Requestor

Printed Name

Title

Date of Request

SECTION E

**SAMPLE CONTRACT
(FOR INFORMATION PURPOSES AND SUBJECT TO CHANGE)**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE
AND**

**FOR
PROGRAM MANAGEMENT SERVICES
AT THE
BATON ROUGE METROPOLITAN AIRPORT**

This Agreement is made and entered into on October 1, 2016, by and between **City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District**, hereinafter referred to as "Client" acting by and through the **MAYOR PRESIDENT, Melvin L. "Kip" Holden**, who is duly authorized to act for and in behalf of said Client, and _____, hereinafter called the "Consultant", to furnish certain professional services upon the following terms and conditions.

ARTICLE 1 - PROJECT DESCRIPTION

The Project contemplated by this Agreement consists of Program Management Services for the Baton Rouge Metropolitan Airport.

ARTICLE 2 - SCOPE OF WORK

Client shall issue written Work Authorizations based upon consultation with Consultant. Each Work Authorization shall describe the subject matter, the services to be performed, the schedule for their performance, the estimated number of hours expected to be spent by the various disciplines of Consultant's staff, and the estimated cost of such services. Work Authorization is attached as **Exhibit A**.

ARTICLE 3 - TERM OF AGREEMENT

The initial term of this Agreement shall begin on October 1, 2016 and shall extend for up to five (5) years as may be authorized and described by Work Authorization(s) attached hereto and made of the Agreement. This contract may also be extended in one year increments for a maximum number of three times beyond the initial term.

ARTICLE 4 -COMPENSATION

A. Method of Compensation

Client shall pay Consultant as follows for authorized services performed.

1. Personnel Costs:
Client shall pay Consultant in accordance with the billing rates stated in **Exhibit B**, incorporated herein and by this reference made part hereof, for the time expended for the benefit of the project. Consultant may adjust the hourly billing rates of the personnel listed in **Exhibit B** from time to time upon 30 days written notice to Client.
2. Subconsultant Costs:
At their cost to Consultant plus 8%

3. Other Direct Costs:
Incurred for the benefit of the Project including, but not limited to, the following:
- a. Travel and living expenses when traveling in connection with the Project. Automobile transportation shall be reimbursable at the current rate as published by the Internal Revenue Service.
 - b. Non-local communication and postage charges.
 - c. Reproduction costs.
 - d. Data processing software and hardware.
 - e. Other direct costs related to the work.

All other Direct Costs, as listed above, shall be compensated at their cost to Consultant.

Client shall reimburse Consultant for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes, which are added to or deducted from the value of Consultant's Services. For the purpose of this Article such taxes shall not include taxes imposed on Consultant's net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which Consultant subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid Consultant under this Agreement.

- B. Total Compensation
The amount of compensation shall be established based upon level of effort and specified in each individual Work Authorization. Total compensation under this Agreement shall not exceed the amounts established in the Work Authorization(s) unless authorized in writing by Client.
- C. Notification of Work Authorization Expenditure
Consultant shall notify Client when 75% of the Work Authorization amount has been expended. No work shall be done beyond the Work Authorization amount without prior written approval of Client. In any event, Consultant is not required to perform services for which cost and expenses would exceed said amount. In special circumstances, Client may instruct Consultant to continue working beyond the Work Authorization amount while an amendment is being negotiated. In such instance, Client shall continue to pay Consultant's invoices in accordance with Article 6 of this Agreement.

ARTICLE 5 -CONTRACT CHANGES

- A. Client may, at any time, make changes within the general scope of this Agreement and/or the work to be performed after consultation with Client. If any change causes an increase or decrease in the Work Authorization amount, an equitable adjustment in the Work Authorization amount shall be mutually agreed to in writing by Client and Consultant.
- B. Any changes shall be made by a written Amendment to the Agreement and/or Work Authorization executed by Client and Consultant. The Amendment will be executed by Client and Consultant prior to Consultant performing the services required by the Amendment. Consultant shall proceed to perform the services required by the

Amendment only after receiving written authorization from Client.

- C. Changes are defined as services other than those specified in the Work Authorization or as services requiring a level of effort above that originally anticipated by Consultant and/or Client.
- D. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond Consultant's control shall be a basis for equitable adjustments in the budget and schedule.

ARTICLE 6 - PAYMENT

- A. Consultant's invoices shall be submitted every four weeks and shall specify the period for which compensation is claimed. The invoices shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subconsultants, and other direct costs incurred.
- B. Payment to Consultant shall be made within thirty (30) days from receipt of invoice by Client. Non-payment within sixty (60) days of receipt of the invoice will entitle Consultant to receive additional compensation of one and one-half percent (1-1/2%) per month on the unpaid balance, or the maximum percentage allowed by law, whichever is the lesser. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- C. If Client objects to all or any portion of any invoice, Client shall notify Consultant of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.
- D. If Client fails to pay Consultant within sixty (60) days of receipt of invoice, Consultant may suspend further performance until payments are current. If Consultant suspends performance on the Project due to non-payment by Client, interest on the unpaid balance will continue to accrue, pursuant to Section B, above. Consultant will return to work on the Project only when the unpaid balance has been paid in full to the Consultant. If non-payment continues for a period of six (6) months or longer, Consultant reserves the right to terminate this Agreement and pursue all legal and equitable remedies to collect full payment from Client.
- E. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE 7 - RESPONSIBILITY OF THE CONSULTANT

- A. Consultant represents that the services under this Agreement shall be performed within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to Client, express or implied, and no warranties or guarantees are included or intended in this Agreement, or in any report, opinion, document or otherwise.
- B. Consultant undertakes and accepts the position of trust and confidence in the performance of its services for Client and shall act as Client's agent in performing the

services, which are contemplated by this Agreement. Consultant shall be subject to the control of Client in the performance of these services; however, Consultant retains full control over the employment, direction, compensation and discharge of all persons assisting in the performance of services. Consultant shall be fully responsible for all matters relating to payment of Consultant's employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters.

- C. The services to be performed by Consultant under this Agreement shall not impose upon it any obligation to assume any responsibilities, duties, services, or activities assumed or required to be rendered or performed by any Architect, Engineer, or Construction Contractor employed by, or associated with Client in relation to this Project.
- D. In performing constructability review, value engineering or any other review involving the drawings and/or specifications for the project, Consultant does not intend to perform any design work nor does it accept responsibility for any of the design features or design of the project, which shall remain the sole responsibility of the Design Professional.
- E. Consultant shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and/or programs of the Construction Contractor(s), including construction site safety, all of which shall remain the sole responsibility of the Construction Contractor(s). If Consultant is required to monitor Construction Contractor(s) work for compliance with the contract documents, which includes, the plans, drawings and specifications, Consultant shall have no responsibility to monitor the Construction Contractor(s) work in regard to any federal, state and local laws, rules and regulations pertaining to health and safety, which includes federal and/or state OSHA rules and regulations. Consultant shall be responsible for safety of Consultant's employees and the employees of Consultant's subconsultant's only. Consultant is not responsible for the safety of any other person working on this Project.

ARTICLE 8 - ASSIGNMENT AND SUBCONTRACTING

- A. Neither Client nor Consultant shall assign or transfer its interest in whole or in part in this Agreement, without the prior written consent of the other.
- B. With Client approval, Consultant may contract for, or employ, such subconsultants as it deems necessary for completion of the services. Nothing in the foregoing procedure shall create any contractual relationship between Client and subconsultants employed by Consultant under the terms of this Agreement.

ARTICLE 9 -INSURANCE

- A. Consultant shall, at all times during the term of this Agreement and extended terms thereof, provide and maintain at its own expense, the following types of insurance, with limits of liability not less than those specified below:
 - 1. Workers' Compensation Insurance as statutorily required, insuring against any and all claims of workers for compensation arising out of workers' compensation claims;
 - 2. Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage.

3. Automobile Liability Insurance in an amount not less than \$1,000,000 for any hired, owned, or non-owned vehicles used in performance of the work.
4. Professional Liability Insurance in amounts not less than \$1,000,000 insuring Consultant for professional errors or omissions in the performance of work under this Agreement.

B. Certificate of Insurance

Consultant shall provide Certificates of Insurance in form and content satisfactory to Client evidencing all coverages stated above. Certificates of Insurance shall be submitted to: City of Baton Rouge/Parish of East Baton Rouge, Purchasing Department.

C. Notice of Cancellation

Policies and/or certificates must specifically provide to Client a thirty (30) day notice of cancellation, non-renewal, or material change.

- D. The following Waiver of Subrogation in favor of the City of Baton Rouge, Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District, shall be added to the Standard Worker's Compensation insurance policy: "Consultant, their agents, employees and insurer(s) hereby release the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District, their agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which Consultant, sub-consultants, their agents or insurers may sustain incidental to or in any way related to Consultant's or sub-consultant's operation under this Contract."

- E. The following shall be named as Additional Insured(s) under said policy of insurance:

The Metropolitan Council
The City-Parish of East Baton Rouge
The Greater Baton Rouge Airport Commission
The Greater Baton Rouge Airport District

ARTICLE 10 -INDEMNIFICATION

- A. Consultant shall defend, indemnify and hold harmless Client and its officers, employees, agents and representatives from and against any and all claims, demands, suits, damages, costs, expenses, and fees which are or may be asserted against Client and which arise out of the negligent acts or omissions of Consultant in performing the services under this Agreement. Such defense and indemnification shall not apply in any instance to the extent caused by the sole negligence or willful misconduct of Client, or its officers, employees, agents or representatives.
- B. Client shall defend, indemnify, and hold harmless Consultant and its officers, employees, agents, representatives and subconsultants from and against any and all claims, demands, suits, damages, costs, expenses, and fees which are or may be asserted against Consultant and which arise out of or result from the gross negligent acts or willful misconduct of Client, its officers, employees, agents, and representatives. Such defense and indemnification shall not apply in any such instance and to the extent caused by the sole negligence or willful misconduct of Consultant, or its officers, employees, agents,

representatives or subconsultants.

- C. Client shall cause each construction contractor, architect, and engineer that executes a contract with Client relating to the Project to agree in said contract to defend, indemnify and hold Consultant harmless from all claims, demand, suits, damages, costs, expenses, and fees that may arise from said construction contractors, architects, and engineers activities, including those of its officers, employees, agents, consultants, and any person directly or indirectly employed by any of them on the Project.
- D. In connection with the performance of this Agreement, Consultant shall fully comply with Client's policies and procedures pertaining to the utilization of Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE). To the extent that such DBEs and SBEs cannot obtain Professional Liability Insurance, Client shall indemnify, defend and hold harmless Consultant from all claims, demands, suits, damages, costs, expenses, and fees that may arise from the negligence of such subconsultants, its officers, employees, agents, representatives or consultants.
- E. Consultant shall not be liable to Client or any other party for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to, loss of revenue or profit, or other commercial or economic loss, even if Consultant has been advised of the possibility of such damages, or such damages are foreseeable.

ARTICLE 11 - HAZARDOUS SUBSTANCES AND ASBESTOS

- A. Nothing in this Agreement shall be construed or interpreted as requiring Consultant to be or assume the status of an owner, operator, generator, transporter, store, or any other potentially responsible party as defined by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local statute, regulation, order or administrative finding for enforcement of such act or statute, governing the treatment, storage, transportation, reporting and disposal of hazardous substances.
- B. Consultant shall have no duty to discover, handle, remove, store, transport, report, dispose, abate or remediate any hazardous substance, asbestos or asbestos-related products as may be required in connection with the Project, except that in the event hazardous substances, asbestos or asbestos-related products are discovered by Consultant, Consultant shall immediately notify Client. Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and all other persons or entities, of the existence of any hazardous substances or asbestos or asbestos-related products as required.
- C. Consultant shall not be required to provide any services in connection with the remediation, abatement, or rendering harmless any hazardous substances, asbestos or asbestos-related products.
- D. To the fullest extent permitted by the law, Client shall indemnify, defend and hold harmless Consultant, its officers, agents and employees from and against any and all liabilities, claims, causes of action, damages, losses, costs and expenses, including attorney's fees and costs, resulting from bodily injury, personal injury or death sustained by any person, damage to property of any kind, or the actual, alleged or threatened

presence, discharge, dispersal, seepage, migration, release or escape of hazardous substances, asbestos or asbestos-related products arising out of, incidental to, or resulting, in whole or in part, from the acts, errors, or omissions of any person or entity other than Consultant in connection with the Project.

- E. For purposes of this Agreement, the term "hazardous substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any federal, state, or local statute, regulation, order or administrative finding for enforcement of such statute, regulation, or order pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response and Liability Act, the Resource Conservation and Recovery Act, the Toxic Control Act, the Clean Water Act, the Clean Air Act, the Marine Protection Research and Sanctuaries Act, the Occupational Safety and Health Act, and the Superfund Amendments and Reauthorization Act of 1986.

ARTICLE 12 -TERMINATION AND SUSPENSION

A. Termination

1. For Cause:

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (i) not less than thirty (30) days written notice of intent to terminate, (ii) an opportunity for consultation with the terminating party prior to termination and (iii) reasonable time to cure the reported failure.

In the event of such termination by Consultant, Consultant shall be paid for services performed to the date of termination and all termination and demobilization expenses.

2. For Convenience:

This Agreement may be terminated in whole or in part in writing by either party for its convenience; provided the other party is given (i) not less than thirty (30) days written notice of intent to terminate and (ii) an opportunity for consultation with the terminating party prior to termination.

In the event of such termination by Client, Consultant shall be paid for services performed to the date of termination and all termination and demobilization expenses.

B. Suspension

1. Client may order Consultant in writing to suspend, delay or interrupt all or any part of the services for the Project for the convenience of Client, or for work stoppage beyond the control of Client or Consultant. If the performance of all or any part of the services for the Project is so suspended, delayed, or interrupted, an upward adjustment in Consultant's compensation shall be made for the increase, if any, in the cost of Consultant's performance of this Agreement or for any additional costs

incurred due to such suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly.

2. If the Project is suspended by Client for more than three (3) months, Consultant shall be paid compensation for services performed prior to receipt of written notice from Client for such suspension, together with direct expenses then due and all expenses directly resulting from such suspension. If the Project is resumed after being suspended for more than six (6) months, Consultant shall have the option of requiring that its compensation, including rates, or fees, or both, be renegotiated. Subject to the provisions of the Agreement relating to termination, a delay or suspension of the Project does not terminate or void this Agreement.

ARTICLE 13 - UNAVOIDABLE DELAYS

Any delays or failure by Consultant in performance hereunder shall be excused if and to the extent caused by occurrences beyond Consultant's reasonable control, including but not limited to acts, omissions, decrees or restraints of Federal, State, or local governments, acts of God, strikes or other labor, disturbances, war, and inability to obtain necessary equipment, facilities or supplies. If Consultant claims unavoidable delays, Consultant shall give prompt notice to Client, specifying the full particulars thereof.

ARTICLE 14 - RIGHT OF ENTRY

Client grants to Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. Client recognizes that the use of equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area where Project services are being performed, despite the use of reasonable care.

ARTICLE 15 - CONFIDENTIALITY

Consultant shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

ARTICLE 16 - DOCUMENTS

Consultant agrees that all documents, reports, materials, or other subject matter prepared, procured or produced in the rendition of the services under this Agreement shall become the property of Client upon payment for the services rendered hereunder, and all such documents, reports, materials, or other subject matter shall be delivered to Client as specified in this Agreement or upon any termination thereof. Consultant may retain a record copy of all documentation. Client shall not reuse any documents, reports, materials, or other subject matter provided by Consultant hereunder for other than the Project defined by this Agreement without prior written consent of Consultant, which shall not be unreasonably withheld. Client shall, in any event, indemnify, defend and hold Consultant harmless from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages and liability caused by, resulting from, or arising out of such reuse.

Consultant is not liable for Client or third party misuse of any documents, reports, records, plans, or materials prepared, procured, or produced in the rendition of services under this Agreement.

ARTICLE 17 - CONFLICT OF INTEREST

Consultant covenants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance or services required to be performed under this Agreement.

ARTICLE 18 - GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Louisiana, and the parties agree and stipulate that the exclusive venue and jurisdiction for any action arising from this Agreement shall be in 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE 19 - DISPUTE RESOLUTION

All claims, disputes and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In no event shall Client or Consultant be required to arbitrate any claims, disputes or other matters if either of them is unable to compel the joinder in such arbitration of any person or entity whose claimed acts or omissions are involved, in whole or in part, in the claim or dispute between Client and Consultant and in whose absence either Client or Consultant may be exposed to the risk of incomplete relief or inconsistent results with regard to such arbitration and any other forum for the resolution of disputes with such other parties.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Venue for arbitration shall be in the State of Louisiana, Parish of East Baton Rouge.

ARTICLE 20 - NO WAIVER

None of the provisions of this Agreement shall be considered waived by either party thereto unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

ARTICLE 21 - NO THIRD PARTY RIGHTS

This Agreement is intended solely for the benefit of Client and Consultant and is not intended for the use or benefit of any other party. Nothing contained in this Agreement is intended to make

any person or entity who is not a signatory to this Agreement a third party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 22- EXTENT OF AGREEMENT

This Agreement, including Work Authorization(s), represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

ARTICLE 23 - SEVERABILITY

If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 24 -RIGHT TO AUDIT

This agreement shall permit the authorized representative of the Client to periodically inspect and audit all data and records of the Consultant relating to the Consultant's performance under this agreement.

ARTICLE 25 -NONDISCRIMINATION Consultant hereby agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1973, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, title IX of the Education Amendments of 1972, and Consultant agrees to abide by the requirements of the Americans with Disabilities of Act of 1990. Consultant hereby agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, national origin, and veteran status, political affiliation or physical disabilities. Any act of discrimination committed by Consultant or sub-consultant, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

ARTICLE 26 -ANTI-KICKBACK

Salaries of Consultant's employees performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (Title 18 U.S.A., Section 874) and as supplemented in the Department of Labor Regulations (29 CFR, Part 3). The Consultant and sub-consultant shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all agreements covering work under this contract to ensure compliance by sub-consultant with such regulations, and shall be responsible for the submission of affidavits required of sub-consultant thereunder except as the Secretary of Labor may specifically provide for variations of or exemption from the requirement thereof.

ARTICLE 27 -DISBARMENT

The Consultant certifies by way of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Baton Rouge Metropolitan Capital Development Program by any Federal

department or agency. The Client further agrees that without modification this clause will be included in all future lower tier transactions, solicitations, proposals, contracts, and subcontracts.

ARTICLE 28 -NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and personally delivered or mailed, postage paid, to:

Anthony Marino, Director of Aviation
Greater Baton Rouge Airport District
9430 Jackie Cochran Drive
Baton Rouge, LA 70807

ARTICLE 29 - Additional Information

Because services provided by consultant may necessitate access to secure areas of the Baton Rouge Metropolitan Airport, it will be necessary that the Consultant and it employees be issued Identification Badges required by Part 1542 of the Transportation Security Regulations. To accomplish this, Consultant and its employees will need to provide extensive details concerning personal and company background, and submit to a criminal history record check.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

WITNESS:

CONSULTANT:

By _____
Name _____
Title _____

WITNESS:

**THE CITY OF BATON ROUGE/
PARISH OF EAST BATON ROUGE
ON BEHALF OF THE GREATER
BATON ROUGE AIRPORT DISTRICT:**

By _____
Name _____
Title _____