

# REQUEST FOR QUALIFICATIONS

---



**For**

**Brownfield Environmental Services: 2022-2026**

**Solicitation No.:**  
**2008-2023-17 EPA BROWNFIELD ASSESSMENT GRANT**

**RFQ Opening Date: March 30, 2023, at 2:00 pm, CST**

**CITY OF BATON ROUGE | EBR PARISH OF EAST BATON  
ROUGE OFFICE OF THE MAYOR-PRESIDENT  
DIVISION OF PURCHASING**

## **KEY REMINDERS TO PROSPECTIVE PROPOSERS**

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFQ and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in designated place on Attachment B Proposal Form.
- Retain the complete set of specifications and contract documents for your files.

## Table of Contents

1. Purpose .....	4
2. General Instructions .....	4
3. Receipt of Proposals .....	6
4. Schedule of Events.....	6
5. Background.....	7
6. Purpose of Study.....	8
7. Project Scope.....	9
8. Evaluation and Award .....	17
9. Notice of Intent to Award .....	31
10. Contract Negotiations .....	31
11. Ownership.....	32
12. Legibility / Clarity .....	33
13. Effects.....	33
14. Required Attachments with Proposal.....	34
15. Sample Agreement.....	35
16. Taxes.....	35
17. Proposal Submission Requirements.....	35
18. Potential Period of Agreement .....	37
19. Claims or Controversies.....	37
20. Debriefing .....	37
21. Errors and Omissions in Proposal.....	38
22. Waiver of Administrative Informalities.....	38
23. Minimum Scope of Insurance.....	38
24. Corporation Requirements .....	38
25. Proposer Responsibilities.....	39
26. Use of Sub-Contractors.....	39
27. Civil Rights Compliance.....	39
28. Governing Law.....	39
29. Audit of Records.....	40
30. Liability & Risk Management .....	40
31. Written or Oral Discussions / Presentations.....	41
32. Payment for Lack of Appropriated Funds.....	42
33. Termination for Convenience.....	42
34. Assignments... ..	43
35. Funds Use .....	43
36. Proposer's Certification of No Suspension or Debarment .....	43
37. Independent Proposer .....	43
38. Conflict of Interest / Confidentiality.....	44
39. Use of City EBR Parish's Property .....	44
40. Waiver.....	44
41. Force Majeure... ..	44
42. Federal Clauses.....	44

**City of Baton Rouge, EBR Parish of East Baton Rouge,  
Louisiana Brownfield Environmental Services: 2022-2026  
20008-2023-17 EPA BROWNFIELD ASSESSMENT GRANT**

**1. Purpose**

The purpose of this Request for Qualifications (RFQ) is to obtain qualifications as allowed by EBR Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing services for 20008-2023-17 EPA Brownfield Assessment Grant.

**2. General Instructions**

Proposers shall submit proposals no later than **March 30, 2023, by 2:00 pm CST.** Proposals may also be delivered by hand to our physical address at the following location:

City of Baton Rouge  
Purchasing Division  
222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 826  
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **March 30, 2023, by 2:00pm CST**, local time. Proposals submitted for consideration shall consist of the following:

- Proposers shall submit one (1) **signed** hardcopy of the original proposal (signed on Attachment B Proposal Form) in a sealed envelope, marked [**Original**] **20008-2023-17 EPA Brownfield Assessment Grant** Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **20008-2023-17 EPA Brownfield Assessment Grant**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **20008-2023-17 EPA Brownfield Assessment Grant**, and one (1) redacted copy of the proposal, if applicable.
- A Title Page, Table of Contents, signed Letter of Transmittal, and Proposal Contents as outlined and requested within Attachment A of this RFQ.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted with both the electronic and hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFQ on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of Purchasing Division by deadline.**

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **20008-2023-17 EPA Brownfield Assessment Grant** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

The EBR Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the EBR Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the EBR Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

### 3. Receipt of Proposals

**PROPOSALS must BE RECEIVED BY THE EBR PARISH IN THE PHYSICAL ADDRESS OF THE PURCHASING DIVISION ON OR BEFORE THE SUBMISSION DEADLINE.**

The EBR Parish will NOT accept proposals delivered after the deadline.

### 4. Schedule of Events

Item	Anticipated Schedule
1 <sup>st</sup> Publishing RFQ	February 16, 2023
2 <sup>nd</sup> Publishing RFQ	February 23, 2023
Pre-Proposal Conference (non-mandatory)	N/A
Deadline to Receive Written Inquiries	March 3, 2023
Deadline to Answer Written Inquiries	March 16, 2023
Proposal Submission Deadline	March 30, 2023
Oral Discussions with Proposers (if needed)	N/A
Notice of Intent to Award	May 2023
Contract Initiation	June 2023

**\*The EBR Parish reserves the right to deviate from these dates.**

If the EBR Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard EBR Parish provisions shown in Attachment D for **20008-2023-17 EPA Brownfield Assessment Grant** and the proposal forms shown in Attachment B.

In case a pre-proposal conference is not held, the EBR Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

The contract project period is expected to commence immediately from the date of consultant selection (depending on when the contract between the selected Consultant and EBR Parish is finalized). Work will commence as sites are enrolled in the Baton Rouge Brownfields Program. The contract will expire with the closeout of FY2022-2026 EPA Brownfields Community-wide Assessment Grant (expected to be Sept. 30, 2026) or when the contractual budget for the grant is expended, whichever is sooner. Notices to proceed will be issued during the contract time frame as eligible projects are enrolled in the Baton Rouge Brownfields Program and approved by EPA for Brownfield funding.

## **Proposer Inquiry**

The EBR Parish will initiate a Proposer Inquiry period for all interested potential proposers to perform a procedural review of the Request for Qualifications, submit written inquiries, and receive an official response from the EBR Parish. Official responses from the EBR Parish to written inquiries submitted by potential proposers, prior to the inquiry deadline, will be supplied via a forthcoming addendum published to LaPAC.

Proposers shall submit ONLY written questions related to the proposal not later than **5:00 pm CST, on March 3, 2023**, to:

City of Baton Rouge  
Purchasing Division  
222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 826  
Baton Rouge, LA 70802

or deliver by email to:

[20008-2023-17EPABROWNFIELD@brla.gov](mailto:20008-2023-17EPABROWNFIELD@brla.gov)

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of the Purchasing Division by deadline.**

## **5. Background**

A Brownfield is any property with real or perceived contamination that is holding up the expansion, redevelopment, or reuse of the site. The U.S. Environmental protection Agency's (EPA) Brownfield Redevelopment Initiative was created to empower states, federally recognized Indian tribes, local governments, communities, and other stakeholders involved in economic redevelopment to work together to assess and safely cleanup brownfield sites to put them back into reuse. As part of this initiative, through grants from the EPA's Brownfield and Land Revitalization Program, the EBR Parish Planning Commission facilitates the redevelopment of Brownfield sites by providing environmental assessments, cleanup plans and technical assistance.

The EBR Parish is soliciting qualification statements from experienced, qualified environmental firms to carry out various environmental assessment activities, such as inventory, characterize, assess brownfield sites, conduct cleanup plans and community involvement related activities under the Baton Rouge Brownfields Program. The EBR Parish has received the FY2022-2026 EPA Brownfields Community-wide Assessment Grant and intends to select one (1) qualified environmental firm to provide task specific services on an as-needed basis to meet the requirements of the Grant. Brownfield sites are enrolled into the Baton Rouge Brownfields Program by a Site Applicant, which can be the site owner, a person or organization interested in redeveloping the site, or a municipality interested in preparing the site for redevelopment.

## Resources

The following resources may provide additional context for interested consultants:

- <https://www.brla.gov/2536/Baton-Rouge-Brownfields-Program>
- <https://www.epa.gov/>
- <https://www.deq.louisiana.gov/>
- <https://www.labrownfields.org/>
- <https://www.ksutab.org/>
- <https://www.scpdc.org/>
- <https://www.braf.org/>
- <https://buildbatonrouge.org/>
- <https://brac.org>
- <https://thecafo.org/economic-development>
- <https://www.midcityredevelopment.org>

## 6. Purpose of Study

The successful Consultant will be responsible for completing the work described in Section 7 Scope of Work. The EBR Parish is seeking responses from a qualified environmental consulting firm, or a team of consultants with experience in:

- Conducting Phase I Environmental Site Assessments (ESAs) in Louisiana according to EPA's All Appropriate Inquiry (AAI) standard and current ASTM standards;
- Conducting Phase II ESAs according to the most current version of ASTM that also meet the requirements of Louisiana Department of Environmental Quality's (LDEQ's) Risk Evaluation/Corrective Action Program (RECAP) and Voluntary Remediation Program (VRP);
- Preparing EPA-compliant Quality Assurance Project Plans (QAPPs) as required for projects funded by EPA that involve data collection; and
- Developing cleanup plans and EPA-related documents for Brownfield sites with LDEQ oversight under both LDEQ RECAP and VRP.

The total number of assessments/cleanup plans will depend on:

- The total number and size of sites enrolled in the Baton Rouge Brownfields Program under the EBR Parish's FY2022-2026 EPA Brownfields Community-wide Assessment Grant;
- The level of assessment those sites require; and
- The total funding available as the grant progresses.

The selected firms will be required to review official documents of the Baton Rouge Brownfields Program, including EBR Parish's applicable Brownfield grant agreement with EPA including the terms and conditions and approved Quality Management Plan, to ensure work performed meets EPA requirements.

A notice to proceed will be issued for each assessment/cleanup plan under the contracts awarded from this RFQ with the specific site location, site contact and a copy of the site access agreement. A separate notice to proceed may be issued for general consulting services related to reviewing site conditions and information and for attending project meetings for potential Brownfield sites not yet enrolled in the Baton Rouge Brownfields Program. No minimum or maximum amount of work is guaranteed under any contract resulting from this solicitation.

The RFQ contains the proposed scope of work and requirements for submittal. Any revision to the RFQ, or additional information to be provided, will be through addenda published on the EBR Parish's website. All respondents must verify with their submittal that they have received and considered all addenda.



To be eligible for consideration for the Project, the consulting firm must submit one (1) electronic PDF and five (5) hard copies of a response to this RFQ in accordance with the Requirements. Submittals must be received by the EBR Parish no later than **March 30, 2023 at 2:00 pm CST**. Late submittals will not be considered and will be returned to the submitter unopened. The enveloped package must be marked "RFQ Response: EBR Parish 20008-2023-17 EPA Brownfield Assessment Grant". Electronic copies shall be emailed to [20008-2023-17EPABROWNFIELD@brla.gov](mailto:20008-2023-17EPABROWNFIELD@brla.gov) or provided on a USB drive. Hard copies shall be mailed or delivered to:

**Purchasing Department  
222 St. Louis Street – Room 826 Baton  
Rouge, LA 70802  
Attn: Paul Narcisse**

The EBR Parish will not pay for any information herein requested, nor is it liable for any costs incurred by those responding to this RFQ. The EBR Parish reserved the right in its sole discretion to select the response that best meets the needs of the city EBR Parish and to waive any informalities, technicalities, or irregularities in the response.

Responses that do not meet the state requirements will be considered in non-compliance and will be disqualified unless the EBR Parish waives non-compliance.

## **7. Project Scope**

The selected Consultant shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, lodging, the resources of an LDEQ-accredited laboratory, and subcontractors) necessary to perform the tasks described in the Statement of Work including environmental assessment and cleanup planning for sites enrolled in the Baton Rouge Brownfields Program.

After award, as specific work is defined by the EBR Parish, the EBR Parish will submit a description of the work to be performed to the Proposer and request a cost estimate for the task (Task Order). If more than one proposer is selected under this procurement, as specific tasks are defined by the EBR Parish, proposers will be awarded task orders based on the following considerations: (a) proposer's familiarity with the project and task; (b) the total value of all task orders previously awarded to the Proposer; and (c) the availability of the Proposer to meet the required schedule.

Work to be performed will be located throughout East Baton Rouge EBR Parish as identified by the EBR Parish. When work is to be performed at a specific Project site, the Proposer shall have full use of the portions of the premises where work is to be performed, including use of Project site as defined by the EBR Parish, during a defined work period. Contractor's use of premises is limited only by EBR Parish's right to perform work or to retain other contractors on portions of Project.

The EBR Parish will review the cost estimate provided by the Proposer for compliance with the Proposer's response to this Request for Qualifications (and proposed fee structure) and the EBR Parish will perform a cost reasonableness evaluation in accordance with 40CFR31.36. If the EBR Parish is unable to negotiate a reasonable price for the Task Order, the EBR Parish will reserve the right to request an estimate from other selected Proposer(s). The task orders will include any or all of the services described in Section 6.4 below.

### Target Area

Work may be performed at any site within East Baton Rouge EBR Parish that is enrolled in the Baton Rouge Brownfields Program. The target areas for this grant funding are Plank Road, Scotlandville and Mid-City.

### Most Current Standards

All work will be performed to meet the most current applicable EPA requirements and ASTM standards at the time the work is conducted.

### Commencement Meeting

A Commencement Meeting shall be held between the selected Consultants' key personnel and the Brownfields Program Manager to discuss the services to be performed and answer any questions regarding the contract. In addition, a Project Commencement Meeting will be held for each project with the selected Consultant, the Brownfields Program Manager and project stakeholders. The meetings shall be held at the Baton Rouge Planning Commission office, a location near or at the site, or by teleconference.

### Scope of Work to be Performed

The Scope of Work to be performed by the selected Consultant may include any of the activities described below and will be determined by the specific notices to proceed issued under the contract awarded as a result of this RFQ. The information below is provided as a general overview of services. The exact scope will be determined on a site-by-site basis and included in each notice to proceed.

### Phase I ESAs/All Appropriate Inquiries

The selected Consultant shall conduct Phase I ESAs which comply with EPA's All Appropriate Inquiries (AAI) Final Rule identified in 40 CFR Part 312, November 1, 2005, and the most recent ASTM Standard, *Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process*. Each Phase I ESA must be a stand-alone document that meets all the requirements for an Innocent Landowner and/or Bona Fide Prospective Purchaser liability defense (as applicable to the project and Site Applicant) under EPA's AAI standards.

The reason for the performance of the Phase I Environmental Site Assessment (refer to Section 6.7 of the ASTM Standard and 40 CFR§312.1 of AAI) is:

- To facilitate the acquisition of the subject property by an innocent landowner, contiguous property owner, or bona-fide prospective purchaser, as defined by Public Law (PL) 107-118;
- To serve as AAI as defined by PL 107-118;
- To define potential sources or the potential presence of any hazardous substance, pollutant, or contaminant that may complicate the expansion, redevelopment, or reuse of the subject site; and
- To define any continuing or threatened future releases of hazardous substances at the subject site.

In addition to the minimum requirements of the most recent ASTM Standard, the final report must comment on the necessity of further research into any of the listed Non-Scope Considerations to adequately assess the business risks associated with acquisition and development of the subject property. The discussion of business risks shall include a comment, as appropriate, on the measures that may be required by a future owner to prevent or limit human, environmental, or natural resource exposure to known or suspected hazardous substances, pollutants, or contaminants.

In addition to the minimum requirements of the most recent ASTM standard and AAI, the final report must include a review of sources of oil and gas activity and comment on the potential for environmental impacts, including those that may not result in CERCLA liability.

In addition to the minimum requirements of the most recent ASTM standard and AAI, the final report must include a review of the Louisiana Department of Transportation and Development (LaDOTD) registered water well database within a one-mile radius of the subject site. A discussion of the findings should include discrepancies in accuracy of state records (regulatory data review) of sites with environmental investigations as identified by registered monitoring or recovery wells and a discussion of the use of groundwater in the area of the site, as evidenced by the registered wells and their designated use.

In addition to the minimum requirements of the most recent ASTM standard (Section 8.2) and AAI (40CFR§312.20 and 40CFR§312.26(a)), the Government Records Review shall include a review of the Louisiana Department of Environmental Quality (LDEQ) Electronic Data Management System (EDMS) on-line system to attempt to identify if an Agency Interest (AI) ID number has been assigned to any part of the subject property. The use of wild card searches in the AI Lookup module is strongly encouraged; the methods performed and the results of the research (screen shots) shall be discussed and included in the final report. If an AI number exists, the records shall be briefly reviewed as part of the Government Records Review and findings discussed in the final report.

In addition to the minimum requirements of the most recent ASTM standard and AAI, the final report must include a review and general discussion of the general hydrology, specifically as it may relate to on-site and off-site migration of suspected impacts.

For clarification, the minimum search distances (the most recent ASTM standard (Section 8.2.1) and AAI (40CFR§312.26(c&d)) must consider the size of the subject property and ensure that the distances searched are measured from the limits of the subject property.

For clarification, the requirements for supporting documentation (THE MOST RECENT ASTM STANDARD (Section 8.1.8)) should be interpreted as to include copies of all relevant information sources as Attachments or Appendices to the final report, e.g. regulatory records documentation; environmental database report; site map/plan; vicinity maps; site photographs; historical source documentation (building department records, local street records, chain of title documents, property tax records, zoning/land use records, aerial photos, fire insurance maps, USGS topographical maps); and interview documentation. Geospatial records (i.e., map or aerial photographs) shall include an annotation, hand drawn is acceptable, to identify the approximate boundaries and location of the site on each map or aerial photograph.

For clarification, the reliance upon third party information (the most recent ASTM standard Section 7.5.2.1) should be interpreted as requiring the environmental professional to verify (to the extent reasonably ascertainable) the actual locations of sites identified during the regulatory records review (THE MOST RECENT ASTM STANDARD Sections 8.2.1 & 8.2.2). Supporting regulatory data should be corrected on the regulatory database reports (i.e., radius maps) to show accurate locations of adjacent plotted sites.

For clarification, the environmental consultant should assume the "User's Responsibilities" as set forth in Section 6 of the ASTM Standard including but not limited to engaging the services of a title company or title professional to review recorded land title records for environmental liens and activity/use limitations recorded against or relating to the property (also refer to 40CFR§312.25 and assume that the burden to collect this information lies solely with the environmental professional).

The final report must allow for reliance by all relevant parties with any association with the subject property, but may recognize the Continued Viability as specified in the most recent ASTM standard (Section 4.6) and AAI (40CFR§312.20(a&b)).

Additional services (non-scope considerations) should include a visual survey of potential asbestos-containing materials, lead-based paint, and a survey and estimate of quantities of materials and wastes present on the subject property requiring off-site disposal.

In compliance with AAI 40CFR§312.31(b), the environmental professional must include in the final report an opinion regarding additional appropriate investigation, if the environmental professional has such an opinion. In the event that additional appropriate investigation (i.e., Phase II) recommendations are included in the Phase I ESA, the recommendations shall include the location and number of borings, monitoring wells, and other samples to be collected with proposed analytical methods.

This may be provided as an appendix to the report that includes, at a minimum, an annotated map (hand markings showing sampling locations on a site map are adequate) with a table that provides the proposed analytical methods for each sample location and the justification/basis for the location and method.

Since this work is being performed with EPA Brownfields Assessment funding, specifically CERCLA section 104(k)(2)(B), the work must include (as part of the work referenced in 40CFR§312.27(a)) visual inspections of areas where hazardous substances, pollutants and contaminants, petroleum and petroleum products, and controlled substances as defined in 21 U.S.C. 802 may be or may have been used, stored, treated, handled or disposed at the subject property and adjoining properties.

Since this work is being performed with EPA Brownfields Assessment funding (specifically CERCLA section 104(k)(2)(B)), if it is determined that the purchase price of the subject property does not reasonably reflect the fair market value of that property if the property were not contaminated, the environmental professional must consider whether or not the differential in purchase price and fair market value is due to the release or threatened release of hazardous substances, pollutants, contaminants, petroleum and petroleum products, or controlled substances as defined in 21 U.S.C. 802.

Since properties assessed under this grant often include abandoned properties, please make note of the specific requirement in AAI 40CFR§312.23 requiring that the environmental professional's inquiry include interviewing one or more (as necessary) owners or occupants of neighboring or nearby properties from which it appears possible to have observed uses of, or releases at, such abandoned properties for the purpose of gathering information necessary to achieve the objectives and performance factors of 40CFR§312.20(e&f).

Upon receipt and review of all relevant information (as determined by the environmental professional) and prior to the submission of the draft report, the environmental professional shall verbally discuss the findings via teleconference with the EBR Parish.

No more than fifteen (15) working days after the summary conference call, a draft report documenting shall be prepared by the environmental professional. The report will include all supporting documentation generated by the work. One (1) searchable electronic and three (3) copies of the report shall be submitted to EBR Parish for review.

No more than five (5) working days after receipt of comments from the EBR Parish, one (1) searchable electronic file and three (3) copies of the final report shall be submitted to EBR Parish; and

While work is in progress, brief email status reports shall be submitted weekly to the EBR Parish.

### Phase II ESAs

Phase II Environmental Site Assessments shall generally follow ASTM Standard E1093-97: Standard Practice for Environmental Site Assessments. Phase II and other Assessments that include sampling and analyses shall be conducted in accordance with LDEQ's Risk Evaluation/Corrective Action Program (RECAP), as applicable.

A project schedule shall be prepared and maintained to demonstrate how the environmental professional expects to meet the established deadline for project.

The environmental professional shall review and interpret relevant and existing data/reports, including any Phase I environmental site assessments. Upon completion of the review of existing reports, if not already prepared, the environmental professional shall submit a proposed sampling strategy including, at a minimum, the proposed location and number of borings, monitoring wells, and other samples to be collected with proposed analytical methods.

This may be provided somewhat informally for review and should include, at a minimum, an annotated map (hand markings showing sampling locations on a site map are adequate) with a table that provides the proposed analytical methods for each sample location and the justification/basis for the location and method.

Upon acceptance of the proposed sampling strategy, a work plan shall be prepared by the environmental professional for the Phase II ESA investigation activities. The work plan will also serve as a Quality Assurance Project Plan (QAPP), per the United States Environmental Protection Agency (USEPA) document "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R5)". One searchable electronic and three copies of the work plan shall be submitted to the EBR Parish for review. Upon approval by the EBR Parish, the documents shall then be submitted to the LDEQ and EPA for review and approval. All field activities will be performed in accordance with the QAPP, under the supervision of the EBR Parish and, as deemed necessary, by the LDEQ. All investigation work performed shall meet the requirements of the LDEQ RECAP, issued in October 2003, but it is not expected that the scope of work would meet all of the requirements of a RECAP remedial investigation.

After approval of the work plan and at least seven (7) days prior to the initiation of field work, the environmental professional shall contact and coordinate field activities with the landowner (contact information to be provided upon request) and notify the EBR Parish.

During the field work the environmental professional shall establish site controls for protection of public safety. Site controls should include, at a minimum (1) securing the work area from pedestrian and vehicular traffic (2) label, containerize and secure all investigation derived waste and arrange for prompt off-site disposal (3) monitor and control any emissions, releases, or discharges, as appropriate, that may be result from on-site activities.

The environmental professional shall be on-site during all field work. The environmental professional will conduct any necessary sampling and coordinate any necessary disposal of generated fluids, drill cuttings, etc. Field documentation will include Chain of Custody documentation, Sampling Collections Logs, Daily field Logs, and photographic documentation.

Upon receipt and review of all relevant information (as determined by the environmental professional) and prior to the submission of the draft report, the environmental professional shall verbally discuss the findings via teleconference with the EBR Parish.

No more than fifteen (15) working days after the receipt of the final analytical results, a draft report documenting the field activities and analytical testing results will be prepared by the environmental professional. The report will include all supporting documentation generated by the work, including items listed in Section 6, above. One (1) searchable electronic file and three (3) copies of the report shall be submitted to EBR Parish for review. It is expected that the environmental professional will, with reasonable assumptions, be able to adequately document in the final report at the completion of the work that either:

Sufficient environmental investigations have been conducted to determine that there is no further suspicion of an environmental condition requiring remediation or other further action; or The environmental investigations have found concentrations that exceed RECAP Screening Standards and the environmental professional will provide detailed recommendations as to what additional investigations would be required to better understand any environmental risks to proposed development of the subject property.

No more than five (5) working days after receipt of comments, one (1) searchable electronic file and three (3) copies of the final report shall be submitted to EBR Parish; and while work is in progress, brief email status reports shall be submitted weekly to the EBR Parish.

### Multi-lot Environmental Surveys/Brownfield Inventories

Generally, the objective of these services is to perform a desktop and limited windshield review of a defined area of real property in EBR Parish to attempt to identify specific parcels in the defined area where Recognized Environmental Conditions might be identified if a full Phase I ESA were performed of the specific parcel or lot.

Although it is not expected that the work would serve as a Phase I ESA of the area, the environmental professional shall select elements of a Phase I ESA to perform on the area. These selected elements shall comply with the recommendations and requirements of the Environmental Protection Agency in the ASTM Standard practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, the most recent ASTM Standard and the All-Appropriate Inquiry (AAI) Standard (40CFR§312).

It is expected that the environmental professional will carefully consider each element and, depending on the usefulness, ease of access, expense, and availability, select those that will be performed as part of the survey.

No more than fifteen (15) working days after the notice to proceed, a work plan shall be prepared by the environmental professional and submitted via email to the EBR Parish for approval.

After approval of the work plan and at least seven (7) days prior to the initiation of field work, the environmental professional shall contact and coordinate field activities with the EBR Parish.

For clarification, the requirements for selected element supporting documentation (ASTM E1527-13 (Section 8.1.8)) should be interpreted as to include copies of all relevant information sources as Attachments or Appendices to the final report, e.g. regulatory records documentation; environmental database report; site map/plan; vicinity maps; site photographs; historical source documentation (building department records, local street records, chain of title documents, property tax records, zoning/land use records, aerial photos, fire insurance maps, USGS topographical maps); and interview documentation. Geospatial records (i.e., map or aerial photographs) shall include an annotation, hand drawn is acceptable, to identify the approximate boundaries and location of the defined area on each map or aerial photograph.

Upon receipt and review of all relevant information (as determined by the environmental professional) and prior to the submission of the draft report, the environmental professional shall verbally discuss the findings via teleconference with the EBR Parish.

No more than fifteen (15) working days after the summary conference call, a draft report documenting shall be prepared by the environmental professional. The report will include all supporting documentation generated by the work. One (1) searchable electronic file and three (3) copies of the report shall be submitted to EBR Parish for review.

No more than 5 working days after receipt of comments, one (1) searchable electronic file and three (3) copies of the final report shall be submitted to EBR Parish; and

While work is in progress, brief email status reports shall be submitted weekly to the EBR Parish.

### Cleanup Planning

The proposer will be asked to perform any of the following cleanup planning tasks to assist others in the evaluation of total cost and scope of a future cleanup for redevelopment of a Brownfields site (including but not limited to):

- Evaluate cleanup requirements for various future uses of the property;
- Evaluate the fair market value of a subject property both before and after cleanup for various redevelopment schemes;
- Evaluate the future continuing obligations of a future owner/developer and propose possible closure options with the LDEQ. This may include a prediction of risk assessment option outcomes, possible value and benefit of active remediation and/or institutional/engineering controls;
- Evaluate and forecast costs and schedule for various closure options;
- Prepare conceptual cleanup plans for a selected option with costs estimates and a predicted schedule;
- Prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) document;
- Prepare a Voluntary Remedial Action Plan (VRAP); and/or
- Participate in meetings with stakeholders to discuss cleanup options.

### Market Study

The proposer will be asked to perform one market study to know the local and regional real estate demands, trends and competition relevant to the brownfield site, understand realistic, market-driven future land use options and indicate economically feasible reuse options for the brownfield site (including but not limited to):

- Perform a desktop review of publicly available real estate and economic data, including recent development activity in the area;
- Identify key trends and demographics;
- Solicit stakeholder input to identify community needs;
- Discuss market study results with local real estate and economic development professionals to obtain insights and feedback.

### Infrastructure Evaluation for Broadband

The proposer will be asked to perform an infrastructure evaluation for broadband for the three priority sites to understand the short- and long-term availability of broadband availability of public and private infrastructure servicing the brownfield site and identify necessary broadband infrastructure improvements and priority investments to support brownfield site reuse (including but not limited to):

- Perform a site visual inspection;
- Identify and determine availability and location of current infrastructure serving the site including fiber optic cables;
- Perform a desktop review of publicly available documentation and studies;
- Conduct interviews with utility and site personnel;
- Provide site specific recommendations on improving broadband access.

### General Environmental Consulting Services

The proposer may be asked to perform any of the following general tasks to assist others in the assessment and/or redevelopment of Brownfields sites in EBR Parish such as:

- Prepare presentations and/or participate in meetings with stakeholders;
- Perform asbestos surveys and/or inspections;
- Perform mold surveys and/or inspections;
- Perform lead-based paint surveys and/or inspections;
- Perform windshield surveys and/or desktop evaluations of specific properties or defined areas of multiple properties;
- Review existing environmental documents and prepare summaries and recommendations.

### Attend Public Meetings

The selected Consultant shall attend public meetings as directed by EBR Parish to answer questions from the community and local officials regarding assessments and cleanup planning activities performed under the contract awarded from this RFQ. Payment will be made under the applicable Notice to Proceed on an hourly basis in accordance with Fee Schedule negotiated between EBR Parish and the selected Consultant in the contract.

### EBR Parish to Review all Documents

All documents will be submitted to EBR Parish for review and approval prior to submittal to LDEQ, to EPA, or to any outside party. The EBR Parish will review draft reports and forward any comments to the selected Consultant. The selected Consultant shall address all comments and submit a final document for acceptance. The EBR Parish maintains the right to send additional comments until all EBR Parish concerns are addressed. The EBR Parish will notify the selected Contractor in writing when documents are ready to be finalized and submitted to an agency or party outside of the EBR Parish.

### General Report/ Deliverable Requirements

Deliverables are as described above. At a minimum, the selected Consultant shall provide two (2) hard copies and one (1) electronic copy of each final deliverable. The electronic copy shall be in PDF format (one PDF of each complete document) and include appropriate bookmarks for the following:

- Cover Page
- Table of Contents
- Each major section in the text
- The Tables Section
- The Map Section
- Each Appendix

Each cover page shall include:

- Report title
- Baton Rouge Planning Commission logo
- Prepared for: Baton Rouge Planning Commission **and [Name of Site Applicant]**
- Prepared by: Name of performing organization(s) and logo(s) if applicable.
- Status or type of report (Final Report, Draft Final, Draft % Complete, Executive Summary, Technical Memo)
- Federal, state and EBR Parish Contract/Grant/Task or Fund Codes – to be provided by Baton Rouge Planning Commission Project Manager
- Month and Year (exact date for Phase I ESAs)
- Relevant art work, maps, imagery and pictures

All reports shall include the following statement in the inside cover or on the Table of Contents page: “The [Phase I Environmental Site Assessment (ESA); Phase II Environmental Site Assessment (ESA); etc.] reported herein was funded wholly or in part through a cooperative agreement between the Environmental Protection Agency’s (EPA’s) Brownfield and Land Revitalization Program and the Baton Rouge Brownfields Program (EPA Cooperative Agreement No. 4B-02F17401-0). The contents of this document do not necessarily reflect the views and policies of the EPA or the EBR Parish nor does the EPA or EBR Parish endorse trade names or recommend the use of commercial products mentioned in this document.”

Since all work described in this EBR Parish will be paid for using public funding, all deliverables shall become public documents and available for public review upon request.



The selected Consultant is responsible for the health and safety of its employees and subcontractors during the performance of all activities required by this contract. The selected Consultant shall maintain and comply with a Health and Safety Plan (HASP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Safety and Health Administration requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The HASP shall be made available for EBR Parish to review upon request.

## 8. Evaluation and Award

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer. The evaluation committee will evaluate responsive RFQ submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Proposer shall be experienced as described in the scope of work. Proposer shall demonstrate its qualifications in the proposal with a summary of its commercial history, resumes of team members associated with the project and a statement that is capable of meeting the goals and objectives of the program.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFQ. Proposers will be assessed on the below criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule.

### Evaluation<sup>[JL1]</sup>

**The criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to Parish.**

**1. [20 points] How the proposer will deliver of services, including but not limited to:**

- Project Team
- Project Management
- Understanding of the Scope of Work and EBR Parish timeline
- Commitment to Minimum Standards
- Methodology and approach
- Availability and amount of work/firms' capacity

**2. [30 points] Relevant client references and project experience, including the following categories of work:**

- Phase I ESAs;
- Phase II ESAs;
- Multi-lot Environmental Surveys or Brownfields Inventories;
- Cleanup Planning Experience;
- LDEQ VRP Experience;
- Brownfields EPA Assessment Grant Funded Work.

**3. [25 points] DBE/MBE/WBE Utilization**

The efforts undertaken by the Proposer to solicit DBE/MBE/WBE participation and/or provide plans for future DBE/MBE/WBE participation and/or graduates of EPA Environmental Workforce Development and Job Training programs.

**4. [25 points] Presentation and Quality of Submittal**

Legibility, clarity, and readability of the proposal will be considered in the evaluation. Proposers should demonstrate comprehension of the requirements of this RFQ by providing well-written responses. Responses that are succinct *and* include sufficient detail will be valued higher than those that are needlessly long, are redundant, or lack detail.

## **Contractor Registration**

**Only Firms registered on the Federal government’s System for Award Management website ([www.SAM.gov](http://www.SAM.gov); formerly the Central Contractor Registry) and are not suspended or debarred from receiving Federal funding will be considered.** This includes prime consultants and subcontractors, including drillers and laboratories. Please note: there is **no fee** to register on [www.SAM.gov](http://www.SAM.gov).

By signing and submitting a response to this RFQ, the Respondent certifies its firm, any subcontractors, and principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at [www.SAM.gov](http://www.SAM.gov). If a response is submitted and the company, their subconsultants, or their principals are found to be suspended or debarred per [www.SAM.gov](http://www.SAM.gov), or not registered on [www.SAM.gov](http://www.SAM.gov), that RFQ response will automatically be withdrawn from consideration. This provision does not obligate EBR Parish to check [www.SAM.gov](http://www.SAM.gov) or alleviate the RFQ Respondent from their obligation to certify their qualifications as stated in this section. EBR Parish reserves the right to send an inquiry for clarification to any consultant, subcontractor or principal found to be suspended or disbarred by the GSA per [www.SAM.gov](http://www.SAM.gov).

Respondents are encouraged to check [www.SAM.gov](http://www.SAM.gov) through a public search (as opposed to being logged in) to ensure their information is viewable by the general public (which includes EBR Parish). Registration on [www.SAM.gov](http://www.SAM.gov) can take some time and involves multiple steps; respondents are encouraged to make sure they and all subcontractors are registered on the site as soon as possible to allow time for the registration process if necessary.

## **Confidentiality**

All documents submitted in response to this RFQ will become the property of the EBR Parish and public record. The EBR Parish is governed by the Louisiana Open Records Act (“LPRA”) La. R.S. 44:1 et seq. By responding to this RFQ, the consulting firm acknowledges that its RFQ response is presumed to be an open record under the LPRA. If the consulting firm submits information that it believes to be subject to an exemption to disclosure under the LPRA, the consulting firm must reference the particular exemption from mandatory disclosure outlined in the LPRA. The words “Confidential” or “Proprietary” are not sufficient. The EBR Parish cannot guarantee the confidentiality of claimed material; however, consulting firms specifically waive any claims against the EBR Parish related to the disclosure of any material if made pursuant to a public records request.

## **Information from Other Sources**

EBR Parish reserves the right to consider relevant and factual information gained from sources other than the response and interview.

## **Conflict of Interest**

The firm covenants that at the time of submittal of the response, the firm has no other contractual relationships, which would create any actual or perceived conflict of interest.

## **Preparation Costs**

EBR Parish will not be responsible to pay for any costs incurred by respondents in preparing and submitting the response, or for participating in any interviews requested by the City/Parish.

## **Award of Contract**

The selection process shall be as per LA RS 38:2211 for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the EBR Parish Executive or Purchasing Agent shall select the offeror which in their opinion has made the best proposal and shall award the contract to that offeror. Should the EBR Parish Executive or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **MBE/SBE/WBE Initiative - Participation by Certified Small Entrepreneurships/DBE Initiative**

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

The EBR Parish strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/ Vendor/srchven2.cfm>.

You may then determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.), and select "Small". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurs by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Service Providers will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

### **General Terms and Conditions**

- **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the EBR Parish will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the EBR Parish has purchased or uses any of its products or services, and the contractor shall not include the EBR Parish in any client list in advertising and promotional materials, unless the contractor has been given written permission by a EBR Parish representative who is authorized to sign on behalf of the EBR Parish.
- Official Bid Documents are available at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). Electronic Bids may be submitted at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. Bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and EBR Parish of East Baton Rouge Purchasing Division. The EBR Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete bids, (including non-acknowledgement of issued addenda or the use of substitute forms or documents, will subject the bid to rejection on non-responsiveness grounds.

- \*Note: The EBR Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.
- In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the EBR Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.
- ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at <http://city.brla.gov/dept/purchase/bidresults.asp>
- ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the EBR Parish all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the EBR Parish under said contract.
- APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the State of Louisiana, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of Louisiana. The EBR Parish and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the EBR Parish Purchasing Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the EBR Parish.
- AUTHORITY TO TRANSACT BUSINESS: In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
- AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the EBR Parish shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- CANCELLATION OF CONTRACT: The EBR Parish may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

- **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  - The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - The EBR Parish may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the EBR Parish a credit for any savings. Said compensation shall be determined by one of the following methods:
    - By mutual agreement between the parties in writing; or
    - By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the EBR Parish's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the EBR Parish with all vouchers and records of expenses incurred and savings realized. The EBR Parish shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the EBR Parish within thirty (30) days from the date of receipt of the written order from the Parish. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the EBR Parish or with the performance of the contract generally.
- **CLARIFICATION OF TERMS:** The EBR Parish will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. Any questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process.

- Any contact with any EBR Parish representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The EBR Parish may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the EBR Parish's written consent and only in accordance with federal and state law. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the EBR Parish of any breach or suspected breach in the security of such information. Contractors shall allow the EBR Parish to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the EBR Parish to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the EBR Parish be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the EBR Parish's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the EBR Parish's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the Parish.
- CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The EBR Parish has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the EBR Parish's Purchasing Office. Protests will be reviewed by a committee appointed by the EBR Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

- **DEBARMENT STATUS:** Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in “Audit Requirements in Subpart F of the Office of Management and Budget’s uniform administrative requirements, cost principles, and audit requirements for federal awards” (Formerly OMB circular a-133).
  - A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
  - A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the EBR Parish, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the EBR Parish may have.
- **DRUG-FREE WORKPLACE:** Pursuant to La. Admin. Code tit. 22 § I-207, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- **ETHICS IN PUBLIC CONTRACTING:** The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the EBR Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
- **FORM W-9 REQUIRED:** Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.



- HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the EBR Parish, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- INCLEMENT WEATHER/CLOSURE OF EBR PARISH OFFICES: If the EBR Parish is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the EBR Parish and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the EBR Parish and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, EBR Parish officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Pursuant to Louisiana law, the EBR Parish of East Baton Rouge, Louisiana may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the EBR Parish, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- NON-DISCRIMINATION: The EBR Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation
  - Every contract over \$10,000 shall include the provisions:
  - During the performance of this contract, the contractor agrees as follows:
    - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The contractor will include the provisions above [JT2] in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.
- **NON-DISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the EBR Parish has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- **NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS:** The EBR Parish does not discriminate against faith-based organizations. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- **OFFER ACCEPTANCE:** Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- **ONLINE VENDOR REGISTRATION REQUIRED:** In the event of contract award, vendor is required to register using the EBR Parish's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website. New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

- OSHA STANDARDS: All contractors and subcontractors performing services for the EBR Parish are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and EBR Parish Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the EBR Parish to the Contractor belong to the EBR Parish, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the EBR Parish hereunder is specifically authorized in writing by the EBR Parish in advance. All documents or electronic media prepared by or on behalf of the Contractor for the EBR Parish are the sole property of the EBR Parish, free of any retention rights of the Contractor. The Contractor hereby grants to the EBR Parish an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents. In the event of termination of the contract for any reason, all accounts shall be returned to the EBR Parish in a format requested by the EBR Parish.
- The EBR Parish shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 30 days after the receipt of an invoice for goods or services, the EBR Parish shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the EBR Parish fails to make payment by the required payment date, the EBR Parish shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the EBR Parish with a federal employer identification number, prior to receiving any payment from the EBR Parish.
- Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the EBR Parish contract number and/or purchase order number.

- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which EBR Parish department is being billed.
- To Subcontractors:
  - A contractor awarded a contract under this solicitation is hereby obligated:
    - To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the EBR Parish for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - To notify the EBR Parish and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
    - The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the EBR Parish, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the EBR Parish.
- PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the EBR Parish or the State of Louisiana. The offeror must have all necessary licenses to perform the services in the state and, if practicing as a corporation, be authorized to do business in Louisiana.
- PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, antidiscrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of EBR Parish form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.
- PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Louisiana Code, all proceedings, records, contracts and other public records relating to the EBR Parish's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Louisiana Freedom of Information Act. Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the EBR Parish decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject, but only if the offeror (i) invokes the protections of Louisiana Code prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above. [www.brla.gov/531/Public-Records](http://www.brla.gov/531/Public-Records).

- **QUALIFICATIONS OF OFFERORS:** The EBR Parish may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the EBR Parish all such information and data for this purpose as may be requested. The EBR Parish reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The EBR Parish further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the EBR Parish that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- **RIGHT TO ACCEPT OR REJECT OFFERS:** The EBR Parish reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the EBR Parish to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the EBR Parish's procurement activities. Toward that end the EBR Parish encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- **TAXES:** The EBR Parish is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the EBR Parish's tax-exempt status will be furnished by the EBR Parish upon request. EBR Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c).
- **TESTING AND INSPECTION:** The EBR Parish reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Parish, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the EBR Parish to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.
- The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

## **Specific Terms and Conditions**

- **ADDITIONAL SITES:** The EBR Parish reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- **AUDIT & RECORDS ACCESS:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the EBR Parish, whichever is sooner. The agency, its authorized agents, and/or the EBR Parish shall have full access to and the right to examine any of said materials during the said period. Notwithstanding the foregoing, in the event that this Agreement constitutes a contract as defined in Section 1861(v)(I) of the Social Security Act, in effect as of the date of this Agreement or as may be amended thereafter, each Party agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, that it shall make available upon written request of the Secretary of Health and Human Services or the Controller General of the United States or any of their authorized representatives, this Agreement and any and all books, documents and records of such Party that are necessary to verify the nature and extent of the fees paid by the EBR Parish pursuant to the terms of this Agreement.
- **AWARD TO MULTIPLE OFFERORS:** The EBR Parish reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The EBR Parish reserves the right to conduct any tests it may deem advisable and to make all evaluations. The EBR Parish also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- **COOPERATIVE CONTRACTING:** This procurement is being conducted by EBR Parish in accordance with the provisions of Louisiana R.S. 38:2212.1. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The Parish, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the Parish, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a EBR Parish contract. The EBR Parish assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- **RENEWAL OF CONTRACT:** Contract shall be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to four (4) additional one-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, Other Services, for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- **METHOD OF PAYMENT:** The Contractor should submit its invoice for the services performed for the EBR Parish during the previous month, less any refunds paid out by the EBR Parish in the previous month, on or before the 15th day of the following month. For example: the April 15th invoice would include fees based on a percent of the March collections less the March refunds paid out.

## 9. Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The EBR Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the EBR Parish, the EBR Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

## 10. Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the EBR Parish's needs, price, and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal shall be rejected and the EBR Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the EBR Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the EBR Parish.

**In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ.** The Proposer needs to address the specific language in the sample contract Attachment D and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the EBR Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the EBR Parish, price and other factors considered.

## 11. Ownership

All proposals and/or documentation submitted therewith are EBR Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

### **Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

*"The data contained on page(s) XX and/or section(s) XX of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the EBR Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the EBR Parish's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL." If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the EBR Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the EBR Parish and hold the EBR Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the EBR Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the EBR Parish harmless, the EBR Parish may disclose the information.

The EBR Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other EBR Parish agencies or organizations for the sole purpose of assisting the EBR Parish in its evaluation of the proposal. The EBR Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.



If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – “**Redacted Copy**” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## 12. Legibility / Clarity

Responses to the requirements of this RFQ in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## 13. Effects

The EBR Parish is not responsible for any cost associated with RFQ development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

### **Changes, Addenda, & Withdrawals**

The EBR Parish reserves the right to change the schedule of events or issue addenda to the RFQ at any time. The EBR Parish also reserves the right to cancel or reissue the RFQ.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **20008-2023-17 EPA Brownfield Assessment Grant**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

### **Deliverables**

The deliverables and structure listed in Attachment A are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

## **Acceptance**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The EBR Parish reserves the right to reject a proposal if the Proposer's response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

## **Rejection**

Issuance of this RFQ in no way constitutes a commitment by the EBR Parish to award a contract. The EBR Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the EBR Parish to do so. Failure to submit all non-mandatory information requested may result in the EBR Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

**Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.**

## **Order of Precedence**

In the event of an inconsistency between the contract, the RFQ, and/or the Proposer's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any), and finally, the Proposer's proposal.

## **14. Required Attachments with Proposal**

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- Attachment B Proposal Forms

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

## **15. Sample Agreement**

- Attachment C Insurance Requirements

The EBR Parish supplies a sample professional services agreement in Attachment D.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

**By responding to this RFQ, the Proposer agrees to the EBR Parish's required Contract Terms and Conditions as provided in Attachment D and therefore waives any future right to contest the required provisions.**

## **16. Taxes**

Any taxes, other than state and local sales and use taxes, from which the EBR Parish is exempt, shall be assumed to be included within the Proposer's cost.

## **17. Proposal Submission Requirements**

It shall be a requirement of the Proposer to demonstrate through its response to this RFQ that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

## **Submission Documents**

Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [**Original**] **20008-2023-17 EPA Brownfield Assessment Grant**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **20008-2023-17 EPA Brownfield Assessment Grant**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **20008-2023-17 EPA Brownfield Assessment Grant**, and one (1) redacted copy of the proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the EBR Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**  
RFQ number, RFQ name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**  
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal** (Limited to 5 Pages)  
Containing a summary of Proposer's ability to perform the services describe in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the EBR Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

- 4) **Proposal's Contents**  
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
  - a) Proposer Background & Experience
  - b) Service plan/defined processes fulfilling RFQ requirements
  - c) Other related services
  - d) Required Attachments

## 18. Potential Period of Agreement

As reflected in the *Scope of Work*, this contract shall commence upon the issuance of a Notice to Proceed by the Department representative; for the purposes of this RFQ, the anticipated Notice to Proceed is May, 2023.

## 19. Claims or Controversies

Any Proposer who believes they were adversely affected by the EBR Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. Protests with regard to the specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFQ responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

The EBR Parish will take action on protests within fifteen (15) days of the receipt thereof. The EBR Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the EBR Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

## 20. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or e-mail to

[20008-2023-17EPABROWNFIELD@brla.gov](mailto:20008-2023-17EPABROWNFIELD@brla.gov)

to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

## **21. Errors and Omissions in Proposal**

The EBR Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The EBR Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the EBR Parish or the Proposer.

The EBR Parish, at its option, has the right to require clarification or additional information from the Proposer.

## **22. Waiver of Administrative Informalities**

The EBR Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## **23. Minimum Scope of Insurance**

The successful Proposer shall furnish the EBR Parish with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment C).

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the EBR Parish prior to contract execution. The EBR Parish reserves the right to require complete certified copies of all required policies, at any time.

## **24. Corporation Requirements**

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, EBR Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the EBR Parish shall be supplied by the successful vendor, if applicable.

## **25. Proposer Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The EBR Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **26. Use of Sub-contractors**

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime Proposer acknowledges total responsibility for the entire contract.

Information required of the Prime Proposer under the terms of the RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Proposer shall assume total responsibility for compliance.

## **27. Civil Rights Compliance**

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

## **28. Governing Law**

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the EBR Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

## **29. Audit of Records**

The EBR Parish, designated person representing the EBR Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

## **30. Liability & Risk Management**

### **Insurance**

The successful Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in Attachment C. All certificates of insurance shall be furnished to the EBR Parish and shall provide that such insurance shall not be cancelled without prior notice given to the Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The EBR Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the Parish.
- The EBR Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- The insurance company(ies) issuing the policy or policies shall have no recourse against the EBR Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.



Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the EBR Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the EBR Parish prior to the commencing of any work. The EBR Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the EBR Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the EBR Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

### **Indemnification**

Proposer shall indemnify, defend and hold harmless EBR Parish from and against any and all claims against EBR Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against EBR Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remain effective despite either party's failure to obtain insurance.

## **31. Written or Oral Discussions / Presentation**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The EBR Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance EBR Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

## **32. Payment for Services**

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the EBR Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the EBR Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

## **33. Termination**

### **Termination for Cause**

The EBR Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the EBR Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the EBR Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the EBR Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the EBR Parish written notice specifying the EBR Parish failure and a reasonable opportunity for the EBR Parish to cure the defect.

### **Termination for Lack of Appropriated Funds**

Should the RFQ result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the EBR Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the EBR Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **Termination for Convenience**

The EBR Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **34. Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the EBR Parish. Neither the EBR Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the EBR Parish.

### **35. Funds Use**

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **36. Proposer's Certification of No Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

### **37. Independent Proposer**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the EBR Parish in any capacity whatsoever, and EBR Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

### **38. Conflict of Interest / Confidentiality**

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with EBR Parish that Proposer has no present, and will have no future, conflict of interest between providing the EBR Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to EBR Parish, as determined in the reasonable judgment of the EBR Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for EBR Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify EBR Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to EBR Parish hereunder.

### **39. Use of EBR Parish's Property**

Proposer shall not use EBR Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

### **40. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **41. Force Majeure**

The Proposer or EBR Parish shall be excused from performance under the contract for any period that the Proposer or EBR Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or EBR Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or EBR Parish's control to ensure that the Proposer or EBR Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

### **42. Federal Clauses**

The federal clauses in Attachment E are a requirement of the funding through the American Recovery Plan Act of 2021. The successful proposer will be required to acknowledge the requirement for compliance with these federal clauses by signing the document as part of the contract process.



## ATTACHMENT A NEEDED SERVICES & DELIVERABLES

The response to this RFQ [JL3] should be complete and concise (maximum of 30 pages) and must contain the following information:

- **Title page:** Provide the subject of the Project; the firm's name, address, and telephone number, and email.
- **Transmittal letter:** Provide a statement regarding the firm's interest in and understanding of the Project. The letter should include a statement that the firm has read and understands the RFQ and agrees to all the conditions, requirements, and terms stated in the RFQ.
- **Statement of qualifications:** Provide information on the firm's size, location, available resources, and a brief discussion on past experiences related to completing a staffing analysis and organizational review. Submitted materials should demonstrate the firm's, and any sub-consultant's qualifications, and those of the particular staff to be assigned to the Project. Firms should demonstrate experience as the lead firm on at similar projects.
- **Availability:** State the firm's availability to staff the Project to meet the deliverable date of March 30, 2023.
- **Project team:** Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as education, professional registrations, area of expertise and years of service in their respective fields. The following information should be included:
  - Identify the project manager who will lead the Project;
  - Identify any sub-consultants that will be part of the Project team;
  - Names and proposed roles of other individual team members;
  - Education, experience, and biographies of all team members addressing the qualifications and considerations of the RFQ;
  - Describe the qualifications of the firm and any sub-consultants to perform the work requested. Include information about pertinent prior experience;
  - An outline of the proposed functions of the individuals and their back up as well as their experience in the specific assigned functions.
- **Understanding of the EBR Parish:** Include a summary of the firm's understanding of the Project as described in this RFQ as it specifically relates to the EBR Parish. Identify the EBR Parish's background and issues that will affect the firm's methodology and approach to the Project.
- **Methodology and approach:** Provide a description of the method and approach your firm intends to utilize in order to complete the Project. Discuss and clearly explain the methodology proposed to satisfactorily achieve the required services for the Project. The respondent must document a clear understanding of the RFQ's entire scope of work and Project intent including: data requirements, staff participation process, all aspects of technical analysis, projections, advanced technology, and software. Firms should provide suggested innovative approaches the EBR Parish should consider when implementing this Project.

- **Project timeline:** Provide a proposed schedule from the start to the completion of the Project. The schedule should include phasing, key tasks, milestones and approximate completion dates.
- **Work samples:** List and provide in electronic format only (web link or pdf) at least three (3) examples of Staffing Analysis and Organizational Review projects completed with the last five (5) years in which the consulting firm was the project's lead agency. The work samples are not included in the 30-page submission limit.
- **References:** Provide a list of municipal clients for which the firm was the lead agency in providing services similar to the ones described in this RFQ. Provide contact information (name, position, address, telephone number, and email) of persons that the City may contact to verify work completed and performance.
- **Verify firm capacity:** Provide a statement of the firm's ability to begin and complete the Project within the timeframe identified in this RFQ and in the manner described in the RFQ response.



## ATTACHMENT B PROPOSAL FORMS

Sealed proposals will be received by the EBR Parish until **March 30, 2023, at 2:00 pm CST** at the following location:

City Hall Building  
Division of Purchasing  
222 St. Louis Street, Room #826  
Baton Rouge, LA 70802

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

### **2008-2023-17 EPA Brownfield Assessment Grant**

As set forth in the following Contract Documents:

- (1) Notice to Proposers
- (2) The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
- (3) Proposal Forms with Attachments
- (4) Agreement
- (5) The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the EBR Parish all insurance certificates and performance bond required for the project within fifteen (15) calendar days after receiving notice of award from the EBR Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be May, 2023, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the EBR Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the EBR Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

**\*THE ATTACHED BIDDER'S ORGANIZATION SHEET must BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**



**BIDDER'S ORGANIZATION**  
**BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM**

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_,  
and domiciled in \_\_\_\_\_, was held this \_\_\_\_ day of \_\_\_\_\_,  
2023, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_

is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, EBR Parish of East Baton Rouge, Louisiana.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, EBR Parish of East Baton Rouge, Louisiana, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_, domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

**AFFIDAVIT**

STATE OF LOUISIANA  
EBR PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

\_\_\_\_\_

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_ receiving value for services rendered in connection with a public project of the City of Baton Rouge, EBR Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this \_\_\_\_\_ day of Month, 2023  
Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC

day of \_\_\_\_\_

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**  
**for All Hazards Mitigation Outreach Initiative**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

**A. General Liability Insurance**

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

**B. Automobile Liability Insurance**

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and  
Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

**C. Worker Compensation and Employers Liability Insurance**

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.

Workers Compensation Statutory  
Employer's Liability \$1,000,000 Each Accident (Minimum)  
\$1,000,000 Disease Each Employee

**D. Excess Umbrella Liability Coverage**

Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and  
Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

**E.** The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

**F.** Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.



## ATTACHMENT D SAMPLE CONTRACT

### 2008-2023-17 EPA Brownfield Assessment Grant

This Agreement entered into effective the \_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Baton Rouge and EBR Parish of East Baton Rouge**, hereinafter referred to as “EBR Parish” on behalf of the Department of Environmental Services, and **Successful Proposer**, hereinafter referred to as “Service Provider”.

Parties acknowledge that the initial two annual terms of this contract are federally funded through the American Recovery Plan Act of 2021.

#### **Article I: Term**

This contract shall commence upon the issuance of a Notice to Proceed. Extension of the contract into subsequent time periods shall be made by letter on or before the expiration of the contract and is only possible if all prices and conditions remain the same upon mutual agreement of both parties.

#### **Article II: Scope of Services**

The EBR Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “Department” as defined per Attachment A, attached and made a part of this agreement as authorized by Metropolitan Council resolution.

#### **Article III: Status of Service Provider**

Service Provider is serving as an independent contractor in providing the necessary services and neither the EBR Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the EBR Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

#### **Article IV: Conflict of Interest and Louisiana Code of Ethics**

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the EBR Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the EBR Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the **only** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

#### **Article V: Insurance**

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment C shall be provided prior to final execution of the contract and commencement of work.

#### **Article VI: Indemnification**

Service Provider shall indemnify, defend, and hold harmless the EBR Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the EBR Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the EBR Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

#### **Article VII: Cybersecurity Prerequisites**

Service Provider, including all principals and employees who require access to EBR Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the EBR Parish proof of said completion prior to being granted access to said assets.

### **Article VIII: Compensation**

The EBR Parish shall pay and Service Provider agrees to accept the unit prices in Attachment B as full compensation for the professional services to be performed under this contract. The contract amounts shall not exceed \$490,180.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the Department invoice portal with appropriate documentation.

### **Article IX: Inspection of Books and Records**

The Service Provider shall permit the authorized representative of the EBR Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

### **Article X: Record Retention**

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.

### **Article XI: Complete Agreement**

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

### **Article XII: Contract Modifications**

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

### **Article XIII: Termination for Convenience**

The EBR Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, EBR Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the EBR Parish granting party at the time of termination.

#### **Article XIV: Termination for Cause**

The EBR Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the EBR Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the EBR Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the EBR Parish written notice specifying the EBR Parish's failure and a reasonable opportunity for the EBR Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the EBR Parish and returned to the EBR Parish.

#### **Article XV: Termination for Lack of Grant Funding**

The continuation of this contract for the two initial terms is contingent on the federal funding provided by the American Recovery Plan Act of 2021. Should said funding cease, this agreement shall terminate immediately.

#### **Article XVI: Assignment and Subcontracting**

This agreement is not assignable by the Service Provider without the EBR Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the EBR Parish's prior approval.

#### **Article XVII: Governing Law and Venue**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, EBR Parish of East Baton Rouge, State of Louisiana.

#### **Article XVIII: Federal Clauses**

The Service Provider, as part of this agreement, is receiving funding under a Federal award. The Service Provider shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 of the Code of Federal Regulations. Said provisions are provided in Attachment E, which is hereby made part of this agreement. All Service Providers receiving Federal funds through the EBR Parish, as a non-Federal entity, shall sign Attachment E indicating their understanding and agreement to the applicable Federal contract provisions.



In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

**WITNESSES  
Rouge**

**City of Baton Rouge and EBR Parish of East Baton**

\_\_\_\_\_

**By: \_\_\_\_\_  
Sharon Weston Broome  
Mayor-President**

**Date: \_\_\_\_\_**

**Successful Proposer**

\_\_\_\_\_

**By: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Approved:**

**Approved:**

\_\_\_\_\_

\_\_\_\_\_  
**Dante Bidwell, Chief of Staff  
Office of the Mayor-President**

**Approved as to form:**

\_\_\_\_\_  
**Office of the EBR Parish Attorney**



**ATTACHMENT E**  
**COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS**  
**(2 C.F.R. § Pt. 200, App. II)**

**Definitions:**

**non-Federal entity**- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**federally assisted construction contract** – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

**funding agreement** – agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

**The Contractor/Vendor/Sub-Recipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200.**

---

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 10/08/21 the simplified acquisition threshold is **\$150,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **DAVIS-BACON ACT**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the EBR Parish for review upon request.

### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

- (1) Overtime requirements. No contractor or subcontractor 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 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.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

#### **CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- (2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.
- (3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

## **DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / EBR Parish of East Baton Rouge. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / EBR Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

## **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds **\$10,000** or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

- a) Specifically, recipients and subrecipients are prohibited from using grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See *Public Law 115-232*, section 889 for additional information.
- d) See also § 200.471.



**DOMESTIC PREFERENCES FOR PROCUREMENT**

(2 C.F.R. § 200.322)

- a) As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  
- b) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF**, the **Contractor** understands and agrees to the above Federal award provisions.

**CONTRACTOR**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
*(Authorized Signature, printed name)*

**Date:** \_\_\_\_\_

## FEDERAL CLAUSES, IF APPLICABLE

### COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS

2C.F.R. § Pt.200, App. II)

#### Definitions:

**non-Federal entity**- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**federally assisted construction contract** - any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

**funding agreement** - agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

**The Contractor/Vendor/Subrecipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix H to Part 200.**

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 6/20/2018 the simplified acquisition threshold is **\$250,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a "funding agreement\*\*" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part n, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **DAVIS-BACON ACT**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5«, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Contractor shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the EBR Parish for review upon request.

## **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

(1) Overtime requirements. No contractor or subcontractor 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 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

## **CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

(2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the MOHSEP and understands and agrees that the MOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.

(3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

## **DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 CFJL pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / EBR Parish of East Baton Rouge. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / EBR Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

## **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **PROCUREMENT OF RECOVERED MATERIALS (2 CFR. §200.322)**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds **\$10,000** or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Specifically:

(a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), (ii) Telecommunications or video surveillance services provided by safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), (ii) Telecommunications or video surveillance services provided by such entities or using such equipment, (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (0), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See *Public Law 115-232*, section 889 for additional information, (d) See also § 200.471.



*Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.*

**NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):**

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND CONTRACTOR TERMS AND CONDITIONS**

**Use of Funds.**

- a. **CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.**
- b. **CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.**

**Period of Performance.** The period of performance for this award begins June, 2023. As set forth in Treasury’s implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred beginning June, 2023.

**Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

**Maintenance of an Access to Records.**

- a. **CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.**
- b. **The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.**
- c. **Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.**

**Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

**Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.

**Conflicts of Interest.** CONTRACTOR understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**Compliance with Applicable Law and Regulations.**

- a. **CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.**
- b. **Federal regulations applicable to this award include, without limitation, the following:**
  - i. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.**
  - ii. **Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.**
  - iii. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.**
  - iv. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.**
  - v. **CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.**
  - vi. **Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.**

- vii. **New Restrictions on Lobbying, 31 C.F.R. Part 21.**
  - viii. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.**
  - ix. **Generally applicable federal environmental laws and regulations.**
- c. **Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:**
- i. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;**
  - ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;**
  - iii. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;**
  - iv. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and**
  - v. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.**

**Remedial Actions.** In the event of CONTRACTOR’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

**Hatch Act.** CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**False Statements.** CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury.”

**Debts Owed the Federal Government.**

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

**Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.