

**VOUCHER #2024-14-6110**

**TO BE PUBLISHED – LEGAL  
11.6.24 & 11.13.24**

**PROPOSALS TO BE OPENED:  
December 6, 2024 at 9:00 AM CST**

**THE ADVOCATE  
BATON ROUGE, LOUISIANA**

**Notice to Proposers**

Notice is hereby given that sealed bids will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **9:00 AM PM CST on December 6, 2024** in Room 826, of City Hall, 222 Saint Louis Street, Baton Rouge, Louisiana, 70802 for:

**Technical Assistance Services – Request for Proposal  
RFP 2024-14-6110**

**A non-mandatory pre-proposal conference will be held virtually on November 15, 2024 at 1 PM CST.**

**Registration information for Virtual Pre-Proposal Conference:**  
[www.brla.gov/OCDRFPTechnicalAssistance](http://www.brla.gov/OCDRFPTechnicalAssistance)

Copies of the Request for Proposal may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: [146110TechnicalAssistance@brla.gov](mailto:146110TechnicalAssistance@brla.gov)

\*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and Central Bidding 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. **NOTE: This RFP is not available to submit online via Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the RFP.**

In that LaPAC and Central Bidding 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 and Central Bidding the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

**The deadline for receiving written inquiries is November 22, 2024 at 5:00 PM CST.**

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 806, of City Hall. All interested parties are invited to be present.

**Teleconference Call-in information for Public Access to RFP Opening:**

Join by phone:

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

**This teleconference number will provide you with live audio access to this proposal opening. The teleconference will be live only at the noted RFP opening time on the date of RFP opening.**

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

The City of Baton Rouge and Parish of East Baton Rouge has established a Socially and Economically Disadvantaged Business Enterprise (SEDBE) program in accordance with Revised Statute RS 33:2233.4. It is the policy of the Parish to ensure that Eligible Business Enterprises EBE's, certified in accordance with the Parish program, have an equal opportunity to receive and participate in parish contracts.

**For this project the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 32% of the contract amount.** All Bidders shall achieve this goal or demonstrate good faith efforts to achieve the goal. Good faith efforts include meeting this EBE goal or providing documentation demonstrating that the Bidder made sufficient good faith efforts in attempting to meet this goal. Only EBE firms certified under the Parish SEDBE Certification Program at the time of submittal of the bid will count toward this EBE goal. To be considered responsive, the apparent low bidder must submit EBE Forms 1, 1A, and 2, and Letters of EBE Certification, as appropriate within 10 days after bid opening.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

# REQUEST FOR PROPOSAL

## Technical Assistance Services



**Solicitation No: 2024-14-6110**

**Proposal Opening Date: December 6, 2024**

**Proposal Opening Time: 9:00 AM**

**City of Baton Rouge/Parish of East Baton Rouge  
Office of Community Development**

### NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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# Request for Proposal (RFP)

## PART 1: Background/Overview

The Baton Rouge Office of Community Development (OCD) serves as a steward of federal Department of Housing and Urban Development (HUD) grants, including CDBG, HOME, ESG, HOPWA, and CDBG-DR. Our mission is to uplift low- to moderate-income (LMI) residents and neighborhoods, fostering equitable opportunities and vibrant communities for all. We achieve this through strategic collaboration with other city departments and public-private initiatives, ensuring that every dollar invested creates lasting positive change. We also, at times, administer other federal, state, and local funding.

### 1.1 Purpose

The Baton Rouge Office of Community Development (OCD) is seeking qualified consultants to provide technical assistance to enhance the effectiveness, impact, and compliance of our programs. This will position us better to seek additional funding in the future. Funding for this effort could include any of the funding modalities listed above.

Consultant may support OCD efforts through a variety of activities, including those listed below. As the Consultant conducts these activities at OCD's request, they will submit an invoice listing the work completed as well as connect the work to specific OCD projects in the instance the activities could be eligible for reimbursement as an Activity Delivery Cost. Consultant's requests for payment may be subject to requests for Evidence of Activity or approvals from internal staff. The Consultant will be able to receive a payment at an agreed upon unit price for the following services up to the budgeted amount for their contract.

Please note that the contracted amount is not a guaranteed payment on a monthly basis, nor a guaranteed amount to be paid. Payments will be based off the activities conducted and the agreed upon price per unit for Scope of Work activities. The Consultant may find funds are remaining undrawn down on their contract when it expires and they will not be eligible to have that paid out unless approved activities are conducted during the period of performance or a No Cost Contract Extension is executed. Consultants may not submit activities that are not in the list below or are not for pre-approved OCD efforts.

### 1.2 Goals and Objectives

The selected consultant(s) will provide technical assistance on HUD grants, which could include but is not limited to the following sample activities:

- **Environmental Review Records (ERRs):** Completing Environmental Review Records to comply with HUD regulations.
- **Environmental Assessments (EAs):** Conducting thorough Environmental Assessments as required.
- **Cultural Resource Assessments:** Conducting assessments to ensure compliance with cultural resource regulations.
- **Regulatory Compliance:** Ensuring compliance with all applicable HUD regulations and guidelines.
- **HUD-Compliant Underwriting:** Providing underwriting services that meet HUD standards.
- **Risk Assessments for Subrecipients:** Conducting risk assessments to evaluate subrecipients' capacity and compliance.
- **Monitoring of OCD Partners:** Monitoring OCD partners for compliance, performance, and effectiveness.
- **Drafting Administrative Materials:** Creating materials necessary for the compliant administration of OCD funds.

- **Input on OCD Project Design:** Providing expert input on the design and implementation of OCD projects.
- **Training for OCD Employees:** Conducting training sessions on various HUD-related topics identified by OCD.
- **Grant Writing Assistance:** Assisting with the writing of grant proposals to secure additional funding.
- **Data Collection and Reporting:** Collecting and reporting data on community needs and program outcomes.
- **Policy Development:** Assisting in the development and refinement of policies and procedures for OCD programs.
- **Technical Assistance on New HUD Initiatives:** Providing guidance on new and emerging HUD programs and requirements.
- **Financial Management:** Offering expertise in financial management and reporting to ensure compliance with HUD requirements.
- **Compliance Audits:** Conducting compliance audits to ensure adherence to HUD regulations.
- **Risk Mitigation Strategies:** Developing and implementing strategies to mitigate risks associated with HUD grant administration.
- **Strategic Planning:** Assisting in the development of strategic plans for long-term success and sustainability of OCD programs.
- **Other Technical Assistance as Requested**

### 1.3 Definitions

*Note: The following section should include A, B, C, D. The other definitions sited herein are recommended for use with most RFPs. Other definitions may be added as appropriate to the proposal.*

A. Shall- The term “**shall**” denotes mandatory requirements.

B. Must- The terms “**must**” denotes mandatory requirements.

C. May- The term “may” denotes an advisory or permissible action.

D. Should- The term “should” denote desirable.

E. Contractor- Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Department- Department for whom the solicitation is issued.

I. Director- Director of Purchasing

J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge

K. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

#### 1.4 Schedule of Events

Item	Anticipated Schedule
<i>Notice of RFP emailed to prospective proposers</i>	<i>November 6, 2024</i>
<i>*Non-mandatory* Virtual Pre-Proposal Conference</i>	<i>November 15, 2024 at 1:00 PM</i>
<i>Deadline to receive written inquiries</i>	<i>November 22, 2024 at 5:00 PM</i>
<i>Deadline to answer written inquiries</i>	<i>November 25, 2024</i>
<i>Proposal Closing Date (deadline for submitting proposals)</i>	<i>December 6, 2024 at 9:00 AM</i>
<i>Notice of Intent to Award announcement</i>	<i>On or about December, 2024</i>
<i>Contract Execution</i>	<i>On or about February 2024</i>

**NOTE: City of Baton Rouge-Parish of East Baton Rouge reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

#### 1.5 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals **shall** be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

1. **Proposal Name:** **Technical Assistance Services**
2. **Solicitation No.** **2024-14-6110**
3. **Proposal Submission Date & Time:** **December 6, 2024 9:00 AM**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge-Parish of East Baton Rouge  
Purchasing Division  
222 Saint Louis Street, Room 826  
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge-Parish of East Baton Rouge  
Purchasing Division  
222 Saint Louis Street, Room 826  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time **shall** result in rejection of the proposal.

### **1.5.1 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal **must** be:
  1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents**: Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Optional information to include in the proposal to demonstrate qualifications and experience include 1) Detailed resumes of key personnel who will be involved in the project, 2) Copies of all relevant licenses required for the tasks outlined in the Scope of Work, and/or 3) Descriptions and documentation of past projects that demonstrate the vendor's ability to perform similar work.

D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.

- Registration and Licensing: Must be registered with the LA Secretary of State and hold all active licenses necessary to perform the tasks outlined in the Scope of Work.
- Insurance: Must carry a minimum of \$1 million in liability coverage and be able to evidence company auto insurance.
- Good Standing: Vendors **must** be in good standing with the City-Parish, comply with Fair Housing laws, and adhere to the City-Parish Conflict of Interest and Ethics Policies. Vendors **must** also be registered in Vendor Self Service.

E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.

F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal**: A detailed pricing sheet outlining the vendor's rates for time and materials, along with any other relevant costs, **shall** be submitted. This financial proposal

**shall** include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish

### **1.5.2 Number of Response Copies**

Each Proposer **shall** submit one (1) signed Original response (clearly marked “ORIGINAL”) response.

Three (3) Additional copies of the proposal should be provided, Copy (clearly marked “COPY”) and numbered, as well as one (1) redacted copy (clearly marked “REDACTED”, if applicable (See Section 1.5.4). A USB flash drive **must** also be provided.

### **1.5.3 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response is to 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 RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.5.4 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 of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer **must** clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer **shall** mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ 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, City of Baton Rouge-Parish of East Baton Rouge **shall** have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit City of Baton Rouge-Parish of East Baton Rouge’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”.

Proposers **must** be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state 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 City of Baton Rouge-Parish of East Baton Rouge and hold City of Baton Rouge-Parish of East Baton Rouge harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order City of Baton Rouge-Parish of East Baton Rouge to disclose the information. If the owner of the asserted data refuses to indemnify and hold City of Baton Rouge-Parish of East Baton Rouge harmless, City of Baton Rouge-Parish of East Baton Rouge may disclose the information.

City of Baton Rouge-Parish of East Baton Rouge reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other City-Parish agencies or organizations for the sole purpose of assisting City of Baton Rouge-Parish of East Baton Rouge in its evaluation of the proposal. City of Baton Rouge-Parish of East Baton Rouge **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, you should clearly mark the cover as such - "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."

## **1.6 Proposal Clarifications Prior to Submittal**

### **1.6.1 Pre-proposal Conference**

A non-mandatory virtual pre-proposal conference will be held on the date included in the schedule of events. Prospective proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference. **Registration information for Virtual Pre-Proposal Conference:**  
[www.brla.gov/OCDRFPTechnicalAssistance](http://www.brla.gov/OCDRFPTechnicalAssistance)

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the official answer or position of City of Baton Rouge-Parish of East Baton Rouge will be stated in writing in response to written questions.

### **1.6.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries **shall** not be entertained thereafter.



City of Baton Rouge-Parish of East Baton Rouge **shall** not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. City of Baton Rouge-Parish of East Baton Rouge reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City of Baton Rouge-Parish of East Baton Rouge's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period **shall** be granted. Questions relative to the addendum **shall** be submitted by the close of business three working days from the date the addendum is issued. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein **shall** submit questions or concerns in writing to Director of Purchasing (see Sect.1.5) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

No negotiations, decisions, or actions **shall** be executed by any bidder as a result of any oral discussions with any City of Baton Rouge-Parish of East Baton Rouge employee or City of Baton Rouge-Parish of East Baton Rouge consultant. City of Baton Rouge-Parish of East Baton Rouge **shall** only consider written and timely communications from proposers.

Inquiries **shall** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline **shall** be considered by the City of Baton Rouge-Parish of East Baton Rouge. Answers to questions that change or substantially clarify the solicitations **shall** be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge-Parish of East Baton Rouge

Purchasing Division

222 Saint Louis Street, Room 826

Baton Rouge, LA 70802

E-Mail: [146110TechnicalAssistance@brla.gov](mailto:146110TechnicalAssistance@brla.gov)

Phone: (225) 389-3259



## 1.7 Proposal Terms

### 1.7.1 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer **shall** include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the City-Parish may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers **shall** be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor **must** be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **1.7.2 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 City of Baton Rouge, Parish of East Baton Rouge 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 of 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/Search/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 <https://wwwcfprd.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 "SmallE". 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 <https://www.mbda.gov/>.

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.

### **1.7.3 2 CFR Requirement Small Minority and Women's Businesses**

Subrecipients **must** include small, minority and women's owned business in their solicitations for procurement. Email the businesses below for every procurement transaction with federal funds and maintain a copy of the email in the project files.

[Asian Chamber of Commerce Louisiana](#)

[Hispanic Chamber of Commerce Louisiana](#)

[Southern Region Minority Supplier Development Council](#)

[Strategic Action Council](#)

[Vietnamese Initiatives in Economic Training](#)

[Urban League of Louisiana](#)

[Women's Business and Enterprise Council](#)

[Louisiana Chamber of Commerce Foundation](#)

[National Association of Women Business Owners](#)

Subrecipients **must** ensure that the clause below to take affirmative steps to include small, minority, and women's owned business is in their contracts with their prime contractors.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, **must** take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps **must** include:
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **1.7.4 Errors and Omissions in Proposal**

City of Baton Rouge-Parish of East Baton Rouge 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: City of Baton Rouge-Parish of East Baton Rouge reserves the right to make corrections or clarifications due to patent errors identified in proposals by City of Baton Rouge-Parish of East Baton Rouge or the Proposer. City of Baton Rouge-Parish of East Baton Rouge, at its option, has the right to require clarification or additional information from the Proposer.

#### **1.7.5 Proposal Guarantee - Not Required**

*Not Required.*

#### **1.7.6 Performance Bond - Not Required**

*Not Required.*

#### **1.7.7 Changes, Addenda, Withdrawals**

City of Baton Rouge-Parish of East Baton Rouge reserves the right to change the calendar of events or issue Addenda to the RFP at any time. City of Baton Rouge-Parish of East Baton Rouge also reserves the right to cancel or reissue the RFP.

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 as stated in Section 1.4. Such **shall** meet all requirements for the proposal.

#### **1.7.8 Withdrawal of Proposal**

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 Purchasing.

#### **1.7.9 Material in the RFP**

Proposals **shall** be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by City of Baton Rouge-Parish of East Baton Rouge pursuant to the RFP.

#### **1.7.10 Waiver of Administrative Informalities**

City of Baton Rouge-Parish of East Baton Rouge reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.7.11 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by City of Baton Rouge-Parish of East Baton Rouge to award a contract. City of Baton Rouge-Parish of East Baton Rouge reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of City of Baton Rouge-Parish of East Baton Rouge to do so.

Failure to submit all non-mandatory information requested may result in City of Baton Rouge-Parish of East Baton Rouge requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

### **1.7.12 Ownership of Proposal**

All materials (paper content only) submitted timely in response to this request become the property of City of Baton Rouge-Parish of East Baton Rouge. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by City of Baton Rouge-Parish of East Baton Rouge and not returned to proposers. Any copyrighted materials in the response are not transferred to City of Baton Rouge-Parish of East Baton Rouge.

### **1.7.13 Cost of Offer Preparation**

City of Baton Rouge-Parish of East Baton Rouge is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and **shall** not be reimbursed in any manner by City of Baton Rouge-Parish of East Baton Rouge.

### **1.7.14 Non-negotiable Contract Terms**

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).

### **1.7.15 Taxes**

Any taxes, other than state and local sales and use taxes, from which City of Baton Rouge-Parish of East Baton Rouge is exempt, **shall** be assumed to be included within the Proposer's cost.

### **1.7.16 Proposal Validity**

All proposals **shall** be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, City of Baton Rouge-Parish of East Baton Rouge 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.

### **1.7.17 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. City of Baton Rouge-Parish of East Baton Rouge 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 the City-Parish's 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.

## **1.8 Prime Contractor 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. City of Baton Rouge-Parish of East Baton Rouge **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.

### **1.8.1 Corporation Requirements**

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor **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 contractor is a for-profit corporation whose stock is not publicly traded, the contractor **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 East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish **shall** be supplied by the successful vendor, if applicable.

### **1.8.2 Use of Subcontractors**

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

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

## **1.9 Acceptance of Proposal Content**

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

### **1.9.1 Evaluation and Selection**

See Part III Evaluation



## **1.10 Contract Terms**

### **1.10.1 Negotiations**

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

### **1.10.2 Contract Award and Execution**

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. 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 their 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 it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award **shall** be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

### **1.10.3 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP **shall** be made without the prior approval of Purchasing, Parish Attorney and Metro Council where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.10.4 Content of Contract/Order of Precedence**

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

### **1.10.5 Substitution of Personnel**

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution **shall** meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to City-Parish for approval prior to any personnel substitution. It **shall** be acknowledged by the Contractor that every reasonable attempt **shall** be made to assign the personnel listed in the Contractor's proposal.

### **1.11 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract **shall** be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing **shall** notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report **shall** be made available to all interested parties after the Intent to Award letter has been issued.

### **1.12 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity **shall** be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.13 Debriefings**

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-389-3259 or e-mail to [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com) to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S. 44.1 et. seq. **must** be submitted.

### **1.14 Insurance Requirements**

Contractor **shall** furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (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 City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

#### **1.14.1 Subcontractor Insurance**

The Contractor **shall** include all subcontractors as insureds under its policies or **shall** insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.



### **1.14.2 Indemnification**

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release City-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 operations under this Agreement.

### **1.15 Payment for Services**

Each individual department **shall** pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices **shall** include the contract or purchase order number, using department and product/service provided. The department may request additional documentation to evidence activity or to ensure proof of payment if the payment is a reimbursement for Vendor incurred costs. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.16 Termination**

#### **1.16.1 Termination of this Agreement for Cause**

The City-Parish may terminate this contract for cause based upon the failure of the contractor 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 City of Baton Rouge-Parish of East Baton Rouge **shall** give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor **shall** not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then City of Baton Rouge-Parish of East Baton Rouge may, at its option, place the Contractor in default and the Agreement **shall** terminate on the date specified in such notice.

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

#### **1.16.2 Termination of this Agreement for Convenience**

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

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

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

Should the RFP 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 City-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 RFP contract services are funded by grant funds, the City-Parish **shall** have the right to terminate the contract or any issued Task Order for which funding is terminated.

#### **1.16.4 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

#### **1.17 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

#### **1.18 Records**

##### **1.18.1 Audit of Records**

The City-Parish or others so designated by the City-Parish, or other lawful entity **shall** have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **shall** be made available during normal working hours for this purpose.

##### **1.18.2 Record Retention**

The Contractor **shall** maintain all records in relation to this contract for a period of at least five (5) years.

##### **1.18.3 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein **shall** become the property of the City-Parish, and **shall**, upon request, be returned by Contractor to the City-Parish, at Contractor's expense, at termination or expiration of this contract.

#### **Governing Law**

All activities associated with this RFP 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 Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal,

consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

Venue of any action brought with regard to this Contract **shall** be in Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **1.19 Claims or Controversies**

Any proposer who believes they were adversely affected by the City 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. The written protest **must** be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-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 will be reviewed by a committee appointed by the 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.

## **1.20 Compliance**

### **1.20.1 Civil Rights Compliance**

The Contractor 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, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and 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 Contractor, 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.

### **1.20.2 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or 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 <http://www.sam.gov>

# PART 2: SCOPE OF WORK/SERVICES

## 2.1 Scope of Work/Services

The selected vendor will be responsible for the following key tasks:

- **Environmental Review Records (ERRs):** Completing Environmental Review Records to comply with HUD regulations.
- **Environmental Assessments (EAs):** Conducting thorough Environmental Assessments as required.
- **Cultural Resource Assessments:** Conducting assessments to ensure compliance with cultural resource regulations.
- **Regulatory Compliance:** Ensuring compliance with all applicable HUD regulations and guidelines.
- **HUD-Compliant Underwriting:** Providing underwriting services that meet HUD standards.
- **Risk Assessments for Subrecipients:** Conducting risk assessments to evaluate subrecipients' capacity and compliance.
- **Monitoring of OCD Partners:** Monitoring OCD partners for compliance, performance, and effectiveness.
- **Drafting Administrative Materials:** Creating materials necessary for the compliant administration of OCD funds.
- **Input on OCD Project Design:** Providing expert input on the design and implementation of OCD projects.
- **Training for OCD Employees:** Conducting training sessions on various HUD-related topics identified by OCD.
- **Grant Writing Assistance:** Assisting with the writing of grant proposals to secure additional funding.
- **Data Collection and Reporting:** Collecting and reporting data on community needs and program outcomes.
- **Policy Development:** Assisting in the development and refinement of policies and procedures for OCD programs.
- **Technical Assistance on New HUD Initiatives:** Providing guidance on new and emerging HUD programs and requirements.
- **Financial Management:** Offering expertise in financial management and reporting to ensure compliance with HUD requirements.
- **Compliance Audits:** Conducting compliance audits to ensure adherence to HUD regulations.
- **Risk Mitigation Strategies:** Developing and implementing strategies to mitigate risks associated with HUD grant administration.
- **Strategic Planning:** Assisting in the development of strategic plans for long-term success and sustainability of OCD programs.
- **Other Technical Assistance as Requested**

## 2.2 Deliverables

- Weekly meetings, as requested.
- Engagement in our online Grant Portal for managing requests.
- Detailed reports and documentation for each service provided.
- Training materials and session recordings.

- Ongoing support and consultation, as needed.

## 2.3 Budget and Payment Terms

- **Contract Amount:** The contract is for a sum not to exceed \$300,000. This amount is conditional and subject to a final budget assessment at the time of contracting, as well as other contributing factors at OCD's discretion. Future amendments to the contract may adjust the budget and/or timeline and will be through written documentation signed by both the City Parish and vendor.
- **Payment Terms:** Payment will be on a reimbursable basis for time and materials, contingent upon the submission of proper documentation, including receipts, timesheets, and proof of payment (e.g., canceled checks, paystubs). Reimbursement is also dependent on the continued satisfactory performance of the vendor, which includes the delivery of progress reports and other required documentation.
- **Performance Monitoring:** The selected vendor will be required to submit regular performance reports, detailing activities at OCD's request.
- **Support and Check-ins:** OCD will provide regular support to the vendor, including regular check-ins to review progress. The vendor will also be required to provide additional updates or records as requested by OCD.

## 2.4 Proposal Evaluation Criteria

Proposals will be evaluated based on the following criteria, each weighted equally:

- 1) **Pricing:** The cost-effectiveness of the proposal, based on the vendor's pricing structure for time and materials.
- 2) **Experience:** The vendor's demonstrated experience and expertise in similar projects, particularly in HUD grant management.
- 3) **Ability to Perform Scope:** The vendor's capability to execute all tasks outlined in the Scope of Work, including the availability of necessary resources, staff, and expertise.
- 4) **SEDBE and MBE/WBE:** The vendor's registration as or commitment to collaborating with registered Socially and Economically Disadvantaged Businesses.

## 2.5 Requirements

### 2.5.1 Vendor Requirements

Vendors **must** meet the following minimum qualifications:

- **Registration and Licensing:** Must be registered with the LA Secretary of State and hold all active licenses necessary to perform the tasks outlined in the Scope of Work.
- **Insurance:** Must carry a minimum of \$1 million in liability coverage and auto insurance.
- **Good Standing:** Vendors **must** be in good standing with the City-Parish, comply with Fair Housing laws, and adhere to the City-Parish Conflict of Interest and Ethics Policies. Vendors **must** also be registered in Vendor Self Service.
- **Minimum Qualifications**
  - Knowledge of the Baton Rouge community.
  - Experience with all items in the scope.
  - Key relationships with partners to increase service effectiveness.
  - Administrative staff to ensure effective contract management.
- **Preferred Qualifications**

- At least five years of Environmental Review experience.
- At least ten years of HUD compliance experience.
- At least five years of underwriting experience demonstrated on the team.

## 2.5.2 Submission Requirements

Vendors should submit a comprehensive proposal that includes the following:

- **Resumes:** Detailed resumes of key personnel who will be involved in the project.
- **Licenses:** Copies of all relevant licenses required for the tasks outlined in the Scope of Work.
- **Pricing Sheet:** A detailed pricing sheet outlining the vendor's rates for time and materials, along with any other relevant costs.
- **Past Project Examples:** Descriptions and documentation of past projects that demonstrate the vendor's ability to perform similar work.

## 2.6 Period of Agreement

The initial term of any contract resulting from this solicitation is anticipated to begin on or about January 31, 2025 and end on January 31<sup>st</sup> 2026. The City-Parish **shall** have the option to renew the contract for 5 additional 12-month periods under the same terms, conditions and pricing as the original proposal subject to appropriation of funds and agreement by the vendor.

The contract will be for a one-year period, with the possibility of extensions or amendments based on performance and available funding. OCD reserves the right to modify the contract as necessary to meet program objectives and budgetary constraints.

The contract will be for a two-year period, with the possibility of extensions or amendments based on performance and available funding. OCD reserves the right to modify the contract as necessary to meet program objectives and budgetary constraints.

## 2.7 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B. Prices submitted **shall** be firm for the term of the contract and inclusive of all charges Contractor wishes the City-Parish to consider for proposed services (items, etc). Prices **shall** include delivery of all items F.O.B. destination.

## 2.8 Deliverables

The deliverables listed in this section 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.

## 2.9 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at locations(s) to include the respondent's office, City Hall, and/or various sites throughout East Baton Rouge Parish.

## 2.10 Proposal Elements

Please include the below elements, and any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

### **2.10.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. This would include a detailed pricing sheet outlining the vendor's rates for time and materials, along with any other relevant costs.

Strong proposals would address the cost-effectiveness of the proposal, based on the vendor's pricing structure for time and materials, as well as the relationship between the costs and potential revenue through dispensation of properties.

### **2.10.2 Qualifications**

Each proposer should address their capability to execute all tasks outlined in the Scope of Work, including the availability of necessary resources, staff, and expertise. Proposals could include documentation of the following:

- **Resumes:** Detailed resumes of key personnel who will be involved in the project.
- **Licenses:** Copies of all relevant licenses required for the tasks outlined in the Scope of Work.
- **Past Experience:** Descriptions and documentation of past projects that demonstrate the vendor's ability to perform similar work.

### **2.10.3 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

### **2.10.4 SEDBE and MBE/WBE**

Evidence of the vendor's registration as a Socially and Economically Disadvantaged Businesses (SEDBE), Minority-Owned Business Enterprise (MBE or a Women-Owned Business Enterprise (WBE), or their proposed sub-vendors that are registered as a SEDBE, MBE or WBE.



## PART 3: EVALUATION

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. The committee may reject any or all proposals if none are considered in the best interest of the City-Parish.

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

### Proposal Evaluation Criteria

Proposals will be evaluated based on the following criteria, each weighted equally:

- 1) **Pricing:** The cost-effectiveness of the proposal, based on the vendor's pricing structure for time and materials.
- 2) **Experience:** The vendor's demonstrated experience and expertise in similar projects, particularly in HUD grant management.
- 3) **Ability to Perform Scope:** The vendor's capability to execute all tasks outlined in the Scope of Work, including the availability of necessary resources, staff, and expertise.
- 4) **SEDBE and MBE/WBE:** The vendor's registration as or commitment to collaborating with registered Socially and Economically Disadvantaged Businesses.

### 3.1 Financial Proposal (Value of up to 30 pts.)

The following financial criteria will be evaluated:

- Competitive and detailed pricing with clear justification of costs
- Provides best value relative to services offered
- Cost reasonable pricing with sufficient detail

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B. Prices proposed **shall** be firm.

The information provided in response to this section will be used in the Financial Evaluation to compare against an Independent Cost Analysis to determine Cost Reasonableness.

Note: The Proposer **must** include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

### 3.2 Experience (Value of up to 30 pts.)

The following financial criteria will be evaluated:

- Experience in similar projects, especially in HUD grant management and Environmental Review Records

- Strong past performance with detailed examples and resumes
- Any relevant licenses or certifications to conduct the work

### **3.3 Technical Proposal (Value of up to 30 pts.)**

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- Clearly demonstrates ability to perform all tasks outlined in the scope with necessary resources, staff, and expertise
- Strong project management plan.
- Compliance with Service and Support Requirements
- Implementation/Orientation Plan

### **3.4 Socially and Economically Disadvantaged Business Enterprise - SEDBE (Value of 5 Points)**

5 points will be awarded if the respondent is an SEDBE and 3 points will be awarded if its sub-vendors are a registered SEDBE with the City Parish at the time of the submission of the proposal.

### **3.5 Minority or Women Owned Businesses (MBE/WBE) (Value of 5 Points)**

HUD encourages our office to prioritize engagement with MBE and WBE, including a report annually on our level of engagement with these businesses. 5 points will be awarded if the respondent is an MBE/WBE and 3 points will be awarded if its sub-vendors are a registered MBE/WBE with the City Parish at the time of the submission of the proposal.

Respondents believing they qualify as a MBE and WBE **must** self-attest to that fact in their proposal, providing back up documentation on the business ownership.

## PART 4: FEDERAL CLAUSES

### The following clauses are mandatory if Federal Funds are utilized.

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses **must** be complied with, where applicable, in addition to the clauses already mentioned.

#### 4.1.1 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.

#### **4.1.2 COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(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.

#### **4.1.3 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 GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

#### **4.1.4 ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **4.1.5 CLEAN WATER 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.

#### **4.1.6 FEDERAL WATER POLLUTION CONTROL ACT**

(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) 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) 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.

#### **4.1.7 SUSPENSION AND DEBARMENT**

(1) 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by (the City-Parish). 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 (the City-Parish), 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.

#### **4.1.8 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.

#### **4.1.9 PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor **shall** make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **4.1.10 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

**(a)** Any party to this contract **must** take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

**(b)** Affirmative steps **must** include:

- (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

**(a) Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as



defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; *and*
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*



- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor **shall** report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor **shall** report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor **shall** describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor **shall** insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **4.1.11 DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate, and to the extent consistent with law, the contractor 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*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.

*Manufactured products* mean 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.

#### **4.1.12 ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **4.1.13 DHS SEAL, LOGO, AND FLAGS**

The contractor **shall** not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **4.1.14 COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **4.1.15 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

#### **4.1.16 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **ADDITIONAL STANDARD CLAUSES (If federal funds are utilized.)**

#### **4.1.17 TERMINATION FOR CAUSE**

The terms of this contract **shall** be binding upon the parties hereto until the work has been completed and accepted by the City-Parish and all payments required to be made to the Contractor have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By City-Parish as a consequence of the failure of the Contractor to comply with the terms, progress or Quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
3. By either party upon failure of the other party to fulfill its obligations as set forth in the contract.
4. By satisfactory completion of all services and obligations described herein.
5. By the City-Parish by giving thirty (30) days prior written notice to the Contractor in writing and paying for all previously completed work.
6. By City-Parish due to withdrawal of Federal funding for the project.

If termination is made by the City-Parish under condition 5 after work has started, the Contractor will be paid for all detailed costs incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

The City-Parish may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and conditions of the Contract; provided that the City-Parish **shall** give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor **shall** not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Contract **shall** terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract provided that the Contractor **shall** give the City-Parish written notice specifying the City Parish agency's failure and a reasonable opportunity for City-Parish to cure the defect.

#### **4.1.18 TERMINATION FOR CONVENIENCE**

The City-Parish may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor **shall** be entitled for payment for deliverables in progress; to the extent work has been performed satisfactorily

# **Attachment A**

## **Scope of Services**

## Scope of Work/Services

The selected vendor will be responsible for the following key tasks:

- **Environmental Review Records (ERRs):** Completing Environmental Review Records to comply with HUD regulations.
- **Environmental Assessments (EAs):** Conducting thorough Environmental Assessments as required.
- **Cultural Resource Assessments:** Conducting assessments to ensure compliance with cultural resource regulations.
- **Regulatory Compliance:** Ensuring compliance with all applicable HUD regulations and guidelines.
- **HUD-Compliant Underwriting:** Providing underwriting services that meet HUD standards.
- **Risk Assessments for Subrecipients:** Conducting risk assessments to evaluate subrecipients' capacity and compliance.
- **Monitoring of OCD Partners:** Monitoring OCD partners for compliance, performance, and effectiveness.
- **Drafting Administrative Materials:** Creating materials necessary for the compliant administration of OCD funds.
- **Input on OCD Project Design:** Providing expert input on the design and implementation of OCD projects.
- **Training for OCD Employees:** Conducting training sessions on various HUD-related topics identified by OCD.
- **Grant Writing Assistance:** Assisting with the writing of grant proposals to secure additional funding.
- **Data Collection and Reporting:** Collecting and reporting data on community needs and program outcomes.
- **Policy Development:** Assisting in the development and refinement of policies and procedures for OCD programs.
- **Technical Assistance on New HUD Initiatives:** Providing guidance on new and emerging HUD programs and requirements.
- **Financial Management:** Offering expertise in financial management and reporting to ensure compliance with HUD requirements.
- **Compliance Audits:** Conducting compliance audits to ensure adherence to HUD regulations.
- **Risk Mitigation Strategies:** Developing and implementing strategies to mitigate risks associated with HUD grant administration.
- **Strategic Planning:** Assisting in the development of strategic plans for long-term success and sustainability of OCD programs.
- **Other Technical Assistance as Requested**

# **Attachment B**

## **Proposal Forms**

# PROPOSAL FORM

*City of Baton Rouge-Parish of East Baton Rouge*

**Technical Assistance Services – Request for Proposal**

**RFP 2024-14-6110**

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

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

City of Baton Rouge-Parish of East Baton Rouge

Purchasing Division

222 St. Louis Street

Baton Rouge, LA 70802

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project 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 and Appendix.)
3. Proposal Forms with Attachments
4. Agreement

the 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 the site of the proposed work, 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 City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed and **shall** be diligently prosecuted at such rate and in such manner as, in the opinion of City-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 Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

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

---

( SIGNATURE )

---

(Typed Name and Title)

**THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**



# PROPOSER'S ORGANIZATION

**PROPOSER IS:**

**AN INDIVIDUAL**

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

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

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

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

Email: \_\_\_\_\_

**A PARTNERSHIP**

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

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

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

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

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

Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

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

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

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

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

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

Email: \_\_\_\_\_

**A CORPORATION**

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

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

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

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

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

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

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

Email: \_\_\_\_\_

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

**AFFIDAVIT**

**City of Baton Rouge**

**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:

**TECHNICAL ASSISTANCE SERVICES**

**RFP 2024-14-6110**

a public project of the City of Baton Rouge, 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 construction, alteration, or demolition of the public building or 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 construction of the public building or 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 \_\_\_\_\_, 20.

Baton Rouge, Louisiana.

\_\_\_\_\_

**NOTARY PUBLIC**

## TEMPLATE PRICING SCHEDULE

List all pricing details here or in a format similar to this schedule.

<b>Service Description</b>	<b>Proposed Pricing Model</b> (Hourly, Fixed Fee, etc)	<b>Rate</b>	<b>Notes</b>
<b>Environmental Review Records (ERRs)</b>			Including all necessary documentation
<b>Environmental Assessments (EAs)</b>			Comprehensive environmental assessments
<b>Cultural Resource Assessments</b>			Compliance with cultural resource regulations
<b>Regulatory Compliance</b>			Ensuring all HUD guidelines are followed
<b>HUD-Compliant Underwriting</b>			For compliant underwriting services
<b>Risk Assessments for Subrecipients</b>			Assessing subrecipients' capacity and compliance

<b>Monitoring of OCD Partners</b>			Ongoing monitoring for compliance and performance
<b>Drafting Administrative Materials</b>			Includes manuals, templates, and forms
<b>Input on OCD Project Design</b>			Expert input on project design and implementation
<b>Training for OCD Employees</b>			Per HUD-related topic identified by OCD
<b>Grant Writing Assistance</b>			Assisting with grant applications
<b>Data Collection and Reporting</b>			Includes data gathering and report preparation
<b>Policy Development</b>			For developing and refining OCD policies
<b>Technical Assistance on New HUD Initiatives</b>			Guidance on new HUD programs and requirements

<b>Financial Management</b>			Expertise in HUD financial management and reporting
<b>Compliance Audits</b>			Ensure adherence to HUD regulations
<b>Risk Mitigation Strategies</b>			Developing and implementing risk strategies
<b>Strategic Planning</b>			Assisting in long-term planning and sustainability
<b>Other Technical Assistance as Requested</b>			For additional support as needed

## 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 \_\_\_\_\_, 20\_\_\_  
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, for the Parish of East Baton Rouge.

**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-Parish, **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 \_\_\_\_\_ 20\_\_\_, as said resolution appears of record in the Official Minutes of the Board  
of Directors in my possession.

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_

---

**SECRETARY**

# **Attachment C**

## **Insurance Requirements**



## Insurance Requirements

**CONSULTANT’S AND SUB-CONSULTANT’S INSURANCE:** Consultant and any sub-consultants **shall** carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant **shall** not commence work under this contract until certificates of insurance have been approved by Purchasing Division. Insurance companies listed on certificates **must** have industry rating of A-, Class VI or higher, according to Best’s Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:
 

	General Aggregate	\$2,000,000
	Each Occurrence	
		\$1,000,000
  
  - B. Business Auto Policy
 

Any Auto; or Owned, Non-Owned & Hired:	Combined	Single	Limit
\$1,000,000			
  
  - C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
  
  - D. The City of Baton Rouge and Parish of East Baton Rouge, **must** be named as additional insured on all general liability policies described above.
  
  - E. Professional Liability coverage for errors and omissions is not required, but Parish **shall** have the benefit of any such insurance carried by Consultant.
- Certificates **must** provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
  - The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office Box 1471, Baton Rouge, Louisiana 70821.

# **Attachment D**

## **Draft Agreement**

### Sample Contract for Professional Services

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City-Parish, herein referred to as the City-Parish and \_\_\_\_\_ herein referred to as "Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)".

Consultant **shall** provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of \_\_\_\_\_ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work **shall** be fully qualified and **shall** be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Consultant for this project **shall** be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

**CONTRACT MODIFICATIONS:** No amendment or variation of the terms of this contract **shall** be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**GENERAL REQUIREMENTS:** With the exception of the services specifically listed to be furnished by the City-Parish Consultant **shall**, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

**SERVICES TO BE PERFORMED BY THE CITY-PARISH:** The City-Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish **shall** provide \_\_\_\_\_ (*define the City-Parish's responsibilities here*) when/where necessary, to perform the work.

**COMPENSATION AND PAYMENT:** The City-Parish **shall** pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract. Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

**CONTRACT TIME:** The services to be performed under this contract **shall** be commenced promptly by the Consultant and **shall** be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work **shall** be performed by Consultant and the City-Parish **shall** not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, **shall** become the property of the City-Parish, and the City-Parish **shall** not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation **shall** be allowed for such delays.

**TERMINATION OR SUSPENSION:** The City-Parish may terminate this contract for cause based upon the failure of the contractor 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 City-Parish **shall** give the contractor written notice specifying the Consultant's failure. If within \_\_\_ days after receipt of such notice, the Consultant **shall** not have either corrected such failure or, in the case of failure which cannot be corrected in \_\_\_ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement **shall** terminate on the date specified in such notice.

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

The City-Parish may terminate this Agreement at any time by giving \_\_\_ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor **shall** be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by \_\_\_ days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of \_\_\_ days notice in writing to that effect.

This agreement **shall** ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party **shall** have any further obligation to the other party.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties **shall** be referred to the Director of Purchasing or his duly authorized representative for determination, whose decision in the matter **shall** be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Consultant **shall** be an independent contractor under this contract and **shall** assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant **shall** perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Consultant **shall** procure all permits and licenses applicable to the services to be performed and **shall** comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant **shall** pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-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 operations under this Agreement.

**PERSONAL INTEREST:** Consultant covenants that he presently has no interest and **shall** not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest **shall** be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant **shall** attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**CIVIL RIGHTS COMPLIANCE:** The Contractor agrees to abide 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 of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and 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 Consultant, 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.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is funded in whole or in part by Federal Grants, Consultant **shall** comply with the Federal Requirements. Consultant **shall** also include these Federal Requirements in any sub-contracts.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, **shall** be assumed to be included within the Consultant's cost.

**RIGHT TO AUDIT:** The City-Parish or others so designated by the City-Parish, or other lawful entity **shall** have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **shall** be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

**CONFIDENTIALITY:** The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, **shall** be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure **shall** be provided by the City-Parish in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City-Parish to be adequate for the protection of the City Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Consultant **shall** not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Consultant **shall** maintain all records in relation to this contract for a period of at least five (5) years from close of file.

## **ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Consultant's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency **shall** be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

**GOVERNING LAW:** This Contract **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 Contract **shall** be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract **shall** become effective upon final approval by both parties.

**IN WITNESS WHEREOF**, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE/PARISH OF  
EAST BATON ROUGE**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Consultant  
By \_\_\_\_\_

Title

Title \_\_\_\_\_  
Typed Name and Title

**SC6 of 6**



## Federal Terms and Conditions

CITY OF BATON ROUGE

PARISH OF EAST BATON ROUGE

### FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Use of Funds.** THE CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

THE 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.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and endson December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use awardfunds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR **shall** maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

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) ofTHE CONTRACTOR in order to conduct audits or other investigations.

Records **shall** be maintained by THE CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE 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. THE CONTRACTOR and their subconsultants **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.
9. **Compliance with Applicable Law and Regulations.**
  - a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE 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. THE 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.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 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 602(c) of the Act regarding the use of funds, previous payments **shall** be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE 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.

12. **False Statements.** THE 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.
13. **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 THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
  - a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE 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 sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR **shall** constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government **must** be paid promptly by THE 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 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.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility

or liability to THE CONTRACTOR or third persons for the actions of THE 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 THE CONTRACTOR does not in any way establish an agency relationship between the United States and THE CONTRACTOR.

**16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, THE 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 THE CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. THE CONTRACTOR **shall** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
  18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
  19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
    - a. 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.
    - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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

- h. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. 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.

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities **must** include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

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 "Anti-Kickback" 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 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 City-Parish for review upon request.

**Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

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.

- a. 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.
- b. 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.
- c. 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.

21. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00 must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
22. 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.
  - a. 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.
  - b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
  - c. If this contract is funded by federal 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 Treasury.
23. **Debarment & Suspension.** A contract award **must** not be made to parties listed on the governmentwide 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.

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 / 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 / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or CONTRACTOR 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 CONTRACTOR 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.

24. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 **must** file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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.

25. **Procurement of Recovered Materials (2 C.F.R. 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.
26. **Surveillance Services or Equipment**. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216.

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 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.

27. **Domestic Preferences for Procurement.** 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.

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.

28. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that CITY-PARISH **shall** give THE CONTRACTOR written notice specifying THE CONTRACTOR's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE CONTRACTOR.

Upon termination for cause or convenience, THE CONTRACTOR **shall** be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE CONTRACTOR **shall** be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE CONTRACTOR's compensation **shall** be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE CONTRACTOR's services.

29. **Remedies.** If any work performed by THE CONTRACTOR fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:

- (i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the

work which failed to meet the requirements of the AGREEMENT;

(ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. **Copeland Anti-Kickback Act:**

A. Contractor. The contractor **shall** comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor **shall** insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.

33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.

34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder **shall** be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A “Force Majeure Event” means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and **shall** include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR **shall** receive an equitable adjustment extending THE CONTRACTOR’s time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR’s compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

## **FAIR CHANCE ORDINANCE**

Requires Fair Chance hiring standards for person, corporations, and entities in a contract, cooperative endeavor agreement, or grant with the City of Baton Rouge, Parish of East Baton Rouge by limiting the consideration of criminal history of an applicant, and to provide otherwise with respect hereto.

### **Section 1**

A contractor **shall** not request from the applicant their criminal history before the contractor extends a conditional offer of employment.

### **Section 2**

All contracts **shall** include a certification that the contractor has complied with the provisions of the fair chance ordinance.

### **Section 3**

The applicant will acknowledge in writing that a background check will be performed before a final offer of employment.

### **Section 4**

Section 1 does not apply if consideration of an applicant's criminal history is required by law.

### **Section 5**

The Purchasing department is the enforcing agency and **shall** establish a procedure for complaint.

### **Section 6**

The Fair Chance ordinance **shall** not apply to the following City Parish departments: Human Resources, Police, Constable, Fire Department, Emergency Medical Services, Juvenile Services, and Metro Airport.

### **Section 7**

The ordinance **shall** be effective May 5, 2023 following adoption and **shall** apply to contracts executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance **shall** not apply to any agreements executed before the effective date of this ordinance.

The signature below certifies that the signer has carefully examined the above and is in full compliance with the terms listed.

\_\_\_\_\_

## DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 32% of the contract amount.

### PART I – POLICY/ COMPLIANCE

(A) The City-Parish strongly encourages the acquisition of goods and services from and direct participation of Eligible Business Enterprise ("EBEs"). The term EBE **shall** have the meaning set forth in the City-Parish's Socially and Economically Disadvantaged Business Enterprise Certification Program.

The Program is a race- and gender-neutral program intended to provide additional contracting and procurement opportunities for certified small, disadvantaged, woman-owned, minority-owned, veteran-owned, and service-disabled veteran-owned business enterprises by encouraging contractors who receive City-Parish contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts. The City-Parish desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by EBEs. By providing equitable opportunities for EBEs, the City-Parish derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Contractor should present a responsible plan that provides for participation of qualified EBEs. Participation **shall** be counted toward meeting the contract goals only by business entities certified under the City-Parish's Socially and Economically Disadvantaged Business Enterprise Certification Program. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or subcontract agreements for participation.

If the Contractor does not meet the full EBE goal, then written documentation **must** be provided showing their good faith efforts to secure EBE participation, the unavailability of potential EBE firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDBE Liaison Officer.

(B) FAILURE TO COMPLY WITH SEDBE REQUIREMENTS: All City-Parish contract performers (Prime Contractors, Subcontractors, etc.) are hereby notified that failure to carry out the EBE obligation, as set forth, **shall** constitute a breach of contract. The breach of contract will be reviewed by City-Parish which may result in termination of the contract or other remedies deemed appropriate for the given situation.

(C) SUBCONTRACTS: All Prime Contractors, and Subcontractors, hereby **shall** include the following clauses in all contracts that offer further subcontracting opportunities.

The Contractor or Subcontractor **shall** not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor **shall** carry out applicable requirements of City-Parish's Socially and Economically Disadvantaged Business Enterprise Program in the award and administration of City-Parish contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (City-Parish) deems appropriate.

The Prime Contractor agrees to pay each Subcontractor under this contract for satisfactory performance of its contract prior to submitting an invoice to the City-Parish for request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 14 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause. This clause applies to both EBE and non-EBE Subcontractor(s).

(D) AWARD OF EBE SUBCONTRACTS: The Contractor **shall**, no later than three (3) business days from the award of a contract, execute formal contracts or purchase orders with the EBE(s) included on Form 1.

(E) COUNTING EBE PARTICIPATION: City-Parish will count EBE participation toward overall and contract goals as provided in City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program"). City-Parish will only count EBE participation by those EBEs performing commercially useful functions. City-Parish Purchasing Division will not count the participation of EBE Subcontractors toward a Contractor's final compliance with its EBE obligations on a contract until the amount being counted has actually been paid to the EBE.

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

A Contractor **shall** not count the value of any payment made to an EBE for work that was further subcontracted out by the EBE to a non-EBE.

## **PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE**

(A) ELIGIBILITY OF SEDBEs: To be counted toward the participation Goals pursuant to the Program, an EBE **must** be certified by the City-Parish at the time a bid or proposal is submitted. The fact that an EBE is certified does not necessarily mean that it has the qualifications and experience for the type of work required by any particular Contract. The responsibility for determining whether an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor. To be deemed an EBE certified entity, firms **must** complete the City-Parish's certification process. Only EBE certified firms under the City-Parish at the time the Bid opening will count toward the EBE goal.

(B) REPORTING FORMS 1, 1A, AND 2: The following fully completed forms **shall** be furnished to the City-Parish on a monthly basis. The forms **shall** have all blank spaces filled in completely and correctly. These forms are as follows:

FORM 1 – EBE RESPONSIVENESS FORM (copy attached): It is the obligation of the Respondent to make good faith efforts to meet the EBE goal. Respondents can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain EBE participation. The Form 1 **shall** accurately detail the work proposed by the Respondents to be performed by Respondent and all entities participating in the project and, if it is a bid or proposal, the percent value of that work. If a Respondent is unable to fully meet the EBE goal of this contract, the Respondent **shall** submit a Form 2 form and all documentation demonstrating the good faith efforts made to comply with the EBE requirements.

FORM 1A - REQUIRED PARTICIPATION QUESTIONNAIRE FORM (copy attached): Form 1A **shall** accurately detail the work to be performed by each and every firm participating in the project. A Form 1A **must** be submitted for the Contractor and for each Subcontractor included on Form 1. In addition, each participating EBE firm **must** submit a current letter of EBE certification along with its Form 1A.

FORM 2 - Good Faith Efforts (copy attached): Form 2 is only required when the prime firm is unable to fully meet the EBE contract goal. Form 2 **shall** provide documentation of good faith efforts made to obtain EBE participation. Form 2 **must** be accompanied by supporting documentations such as, but not be limited to, phone logs, facsimiles, and e-mail correspondence with potential EBE firms. Further explanation of good faith efforts may be found in the Instructions for Form 2. It is up to City-Parish or its Designee to make a fair and reasonable judgment whether a Respondent made adequate good faith efforts to achieve the contract goal.

FORM 3 - Monthly Utilization/Participation SEDBE Report (copy attached): Form 3 **shall** be submitted to the Field Engineer along with monthly payment requests and **shall** accurately represent the amount paid to EBE Subcontractors during that invoice period. This form **must** be submitted with every monthly invoice regardless of the amount of payment or lack of payment. The form **shall** be signed by the Contractor and the SEDBE Subcontractor(s) if payment has been made for that month. SEDBE participations will not be counted toward the Contractor's commitment until payment has been rendered to the SEDBE. Failure to submit the required reports may result in withholding of payment or partial payments to the Contractor until the required forms are submitted.



**Appendix A**  
**SEDBE Forms and Procedures**

**CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**

**Form 1**

**EBE Responsiveness Form**

**INSTRUCTIONS**

Column A. Indicate the firm's role: Contractor, subcontractor, manufacturer, regular dealer/supplier, or broker/agent. Note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Socially and Economically Disadvantaged Business Enterprise participation. All firms participating EBE and non-EBE , prime and subs) **must** be included on the form.

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

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

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

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

Column F. Indicate whether firm is an EBE or non-EBE. EBE-certified means to be certified by the EBRP Socially and Economically Disadvantaged Business Enterprise Program.



# **CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**

## **Form 2**

### **Good Faith Efforts**

#### **INSTRUCTIONS:**

If required, attach a completed Form 2 and supporting documents to establish that Good Faith Efforts were undertaken to secure EBE participation:

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

- A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.
- C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. Negotiating in good faith with interested EBEs. It is the Contractor's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE

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

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

- F. Not rejecting EBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the EBE because its quotation for the work was not the lowest received. However, nothing in this paragraph **shall** be construed to require the Contractor to accept unreasonable quotes in order to satisfy contract goals.
  
- G. Contractor's inability to find a replacement EBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original EBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement EBE, and it is not a sound basis for rejecting a prospective replacement EBE's reasonable quote.
  
- H. Making efforts to assist interested EBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - I. Making efforts to assist interested EBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  
  - J. Effectively using the services of available minority/women/veteran community organizations; minority/women/veteran contractors' groups; local, State, and Federal minority/women/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of EBEs.

**Form 2  
Good Faith Efforts**

If the Respondent cannot fully meet the EBE goal of this Contract, the Respondent shall complete Form 2 and attach documentation demonstrating the Respondent's good faith efforts. It is up to City of Baton Rouge and Parish of East Baton Rouge Purchasing Division to make a fair and reasonable judgment whether a Respondent that did not meet the contract goal made adequate good faith efforts.

I, \_\_\_\_\_, certify that on the date(s) below I invited the following proposed EBE subcontractor(s) to respond or propose work items to be performed on:

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Form 3  
City of Baton Rouge and Parish of East Baton Rouge  
Contractor or Consultant Monthly SEDBE Report**

INSTRUCTIONS: This report covers the previous estimate period and shall be submitted to the Project Manager Representative or Project Inspector with the current month's pay estimate. The Prime firm shall prepare one form for each EBE firm participating in the project. Questions should be directed to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division through the assigned project manager. **Signatures from EBE firms who received payment during the reporting period are required.** No signature is required if no payments were made to the EBE firm during the reporting period. **If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed (If you have not already done so).**

PRIME FIRM INFORMATION:

Prime Firm Name		Phone Number	
Project Name			
City Parish Project No.		State Project No	
Project Start Date		Est. Project Completion Date	
Original Contract Amount \$	Change Orders (count)	Current Contract Value \$	EBE Commitment _____ %
Invoice Number	Report Period Begin Date	Report Period End Date	

SUBCONTRACTOR INFORMATION:

EBE Subcontractor		
EBE Contact		EBE Phone Number
Original Subcontract Amount \$	Original Commitment to Firm _____ %	Current Subcontract Value \$
Amount Paid to Sub This Period \$	Amount Paid to Sub to Date \$	
Scheduled Date of Sub Services (or state ongoing)	Estimated Date of Completion of Sub Services	
Item Number/Description of Work Performed by Sub		

**By signing below, I attest that the information provided is complete accurate, and true to the best of my knowledge.**

Prime Firm's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Subcontractor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**I certify that the contracting records and on-site performance of the EBE has been monitored. If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed.**

Project Manager Representative/Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**EBRP Project Manager or SEDBELO has reviewed this form.**

SEDBELO's or Authorized Owner's Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD FEDERAL AWARD  
CONTRACTOR TERMS AND CONDITIONS**

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH **shall** give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
  - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.
  - b. Upon termination for cause or convenience, the CONTRACTOR **shall** be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
  - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR **shall** be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation **shall** be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
  - a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
  - c) pursue and obtain any and all other available legal or equitable remedies.



3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a. 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.

- b. 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.
- c. 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.
- d. 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.

- e. 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.

- f. 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.
- g. 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.
- h. 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.

4. **Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities **must** include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).
- a. 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 "Anti-Kickback" 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 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 City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. 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.
  - b. 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.

- c. 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.
- d. 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.
- 6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm 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, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00 must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. 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.
  - b. 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.
  - c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
  - d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Debarment & Suspension.** A contract award **must** not be made to parties listed on the governmentwide 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.
- a. 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).
  - b. 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.

- c. This certification is a material representation of fact relied upon by CITY-PARISH. 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-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The CONTRACTOR 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 CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
  - e. The CONTRACTOR **shall** submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.
9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 **must** file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- a. 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.
10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR **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.

11. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216.

a. 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 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.** 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/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

**CONTRACTOR**

\_\_\_\_\_ **By:** \_\_\_\_\_  
**(Authorized Signature)**

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

\_\_\_\_\_

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

**(Printed name)**

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

**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

1. **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.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and 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.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



6. **Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.
8. **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.
9. **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.
- 10. **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.
- 11. **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.
- 12. **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.

13. **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.”

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

## H2B WORKFORCE REQUIREMENTS

**H2B Workforce Requirements:** If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order **shall** be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices **must** be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor **shall** pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor **shall** provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or **must** pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor **must** pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor **must** not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.

- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor **must** notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification **must** be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor **must** also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor **must** not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor **must** not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor **must** not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.

Contractor using H-2B workforce **must** include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter **must** be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana



# Contact Information

For any questions or further information regarding this RFP, please contact:

**City-Parish Office of Community Development**  
[146110TechnicalAssistance@brla.gov](mailto:146110TechnicalAssistance@brla.gov)