

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING OFFICE
222 ST. LOUIS STREET
BATON ROUGE, LA 70802
TELEPHONE: (225) 389-3259

TO: THE ADVOCATE
OFFICIAL JOURNAL
ATTENTION: LEGAL DEPARTMENT

VOUCHER # 2024-10-6010
PLEASE RUN THIS AD 3 TIMES

STATE DATES
11/8/24, 11/15/24 & 11/22/24

BIDS TO BE OPENED:
December 10, 2024 2:00 PM

NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by City of Baton Rouge and the Parish of East Baton Rouge until **December 10, 2024 at 2:00 PM** local time in Room 826 of City Hall, 222 Saint Louis Street, Baton Rouge, Louisiana 70802 for:

RFP SOLICITATION NO. 2024-10-6010 – CACFP FOOD VENDOR 2024

Mandatory Pre-Proposal Conference insert the following language here:

A mandatory pre-proposal conference will be held in-person (location) on (date) (time) (CST). Attendance at the pre-proposal conference is required to receive an award for this project.

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 byemail request to: (email address assigned to RFP).

*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 26, 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 15% 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.

All questions concerning the Solicitation and Contract Documents **MUST** be received in accordance with the Schedule of Events cited in section 1.3 of the Solicitation documents and as further defined in section 1.7.2 Proposer Inquiry Periods of the same document.

Though not required if receiving solicitation and addenda notices from LaPAC, the City of Baton Rouge, Parish of East Baton Rouge will e-mail or mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

REQUEST FOR PROPOSAL

CACFP FOOD VENDOR 2024



Solicitation No: 2024-10-6010

Proposal Opening Date: December 10, 2024

Proposal Opening Time: 2:00 PM CST

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing
(November 8, 2024)**

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
FOR
CACFP FOOD VENDOR 2024
2024-10-6020**

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background –

Proposals are being solicited by the City of Baton Rouge / East Baton Rouge Parish (C/P) Head Start Program for a food service caterer with expertise in all phases of the work associated with preparation and delivery of meals using the Child and Adult Care Food Program (CACFP) to include approved USDA menus for all child care centers.

1.1.1 Purpose

The City of Baton Rouge East Baton Rouge Parish Head Start Program seeks a vendor that will provide quality meals based on the standards that meet the Child & Adult Care Food Program specifications, which are stated within this RFP. Tasty food, healthy menus, meal variety when possible are required for CACFP. Transportation of the meals from the vendor’s facility to the sites listed in this RFP will be provided by the Contractor. The City of Baton Rouge East Baton Rouge Parish Head Start Program will enter into a contract with a food service vendor that is an established Food Service Vendor or a CACFP vendor that meets all LDOE requirements and is the most advantageous for the program.

1.1.2 Goals and Objectives

The City of Baton Rouge East Baton Rouge Parish Head Start Program desires to establish a food service caterer with expertise in all phases of the work associated with preparation and delivery of meals using the Child and Adult Care Food Program (CACFP) to include approved USDA menus for all child care centers.

The CACFP provides aid to child and adult care institutions and family or group day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children, and the health and wellness of older adults and chronically impaired disabled persons.

Through all CACFP sponsors, more than 4.2 million children and 130,000 adults receive nutritious meals and snacks each day as part of the day care they receive.

The City of Baton Rouge East Baton Rouge Parish Head Start Program operates the CACFP. We are projecting approximately 657 children, and 100 adults will be served on a daily basis through 6 sites for 9.5 months annually during the 2027-2028 (October 2025 – September 2026, October 2026 – September 2027, and October 2027 – September 2028 school year pending annual funding approval through the Louisiana Department of Education. The CACFP program does not operate during the month of June and July. Nonetheless, the projected approximation information is provided as an example of the current meal caseload and is not a guarantee this count will not increase or decrease during the duration of the contract

For information about USDA CACFP meal patterns, visit the following https://fns-prod.azureedge.net/sites/default/files/cacfp/CACFP_childmealpattern.pdf

For information on the Interactive Food Buying Guide, visit the following website: <https://foodbuyingguide.fns.usda.gov/>

Please refer to Attachment A Scope of Work for additional information.

1.2 Definitions

- 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.
- L. Bid – The term "bid" means an offer to perform the work described in the Request for Proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- M. Bidder - The term "bidder" means a commercial food service vendor submitting a bid in response to this Request for Proposal
- N. Vendor, Food Service Vendor or Food Service Management Company – This term means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with milk, for use in the CACFP.
- O. Request for Proposal – This term hereafter referred to as “RFP” means the document soliciting bids through the formal advertising method of procurement.
- P. Sponsor – refers to the City of Baton Rouge, East Baton Rouge Parish Head Start.

Q. Program – means the Child & Adult Food Care Program set forth in the Code of Federal Regulations, 7 CFR Part 226.

R. Utilized Meal – means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk.

S. Bulk – means meals are not unitized and the vendor will provide bulk quantities with instructions the planned portion size of each food component.

T. C.F.R. – means Code of Federal Regulations.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP emailed to prospective proposers</i>	<i>November 8, 2024</i>
<i>Deadline to receive written inquiries</i>	<i>November 23, 2024 5:00 PM</i>
<i>Deadline to answer written inquiries</i>	<i>November 26, 2024</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>December 10, 2024 2:00 PM</i>
<i>Presentations & Discussions (if applicable)</i>	<i>To be scheduled</i>
<i>Notice of Intent to Award announcement and 14-day protest period begins, on or about</i>	<i>To be scheduled (approx 2-4 weeks after # 5-6)</i>
<i>Contract Execution on or About</i>	<i>Upon Issuance of #7</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.

1.4 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:

- X **Proposal Name:** CACFP-Food Vendor 2024
- X **Solicitation No.** 2024-10-6010
- X **Proposal Opening Date & Time :** December 10, 2024 @ 2:00 PM CST

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.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 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.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- 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**: Proposer's fees and other costs, if any, **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.

H. Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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:

Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

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 City-Parish 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.

that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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?guest_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.

1.5.1 Number of Response Copies

Each Proposer **SHALL** submit one (1) signed Original response (clearly marked “ORIGINAL”). 5 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 1.6. A USB flashdrive **MUST** also be provided.

1.5.2 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.

1.6 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.”

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference NOT REQUIRED FOR THIS RFP

1.7.2 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 (or, posted to the LaPAC website at (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain>)). 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. 1.46) 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.

*Note: City of Baton Rouge-Parish of East Baton Rouge has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.) The City of Baton Rouge-Parish of East Baton Rouge also posts to Central Bidding (<http://www.centralauctionhouse.com>) however, bid submissions cannot be made through Central Bidding for RFPs.

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: 6010HSCACFFood@brla.gov Phone: (225) 389-3259

1.8 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.

1.9 Proposal Guarantee NOT REQUIRED FOR THIS RFP

1.10 Performance Bond NOT REQUIRED FOR THIS RFP

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

Rejection of Proposal Elements:

The C/P HS reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The C/P HS reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to the RFP.

1.16 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.

1.17 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.

1.18 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).

1.19 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.

1.20 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.

1.21 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.

1.21.1 Corporation Requirements

Upon the reward 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.

1.22 Use of Subcontractors (INFORMATION ONLY – NOT ALLOWABLE FOR THIS RFP)

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.

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.

City of Baton Rouge-Parish of East Baton Rouge strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprise (“DBEs”) from the State of Louisiana and Baton Rouge Region and City-Parish certified SEDBE’s.. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”).

The DBE Program is a race- and gender-neutral programs intended to provide additional contracting and procurement opportunities for certified small businesses and disadvantaged business enterprises by encouraging contractors who receive state contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts.

City of Baton Rouge-Parish of East Baton Rouge desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by DBEs. By providing equitable opportunities for DBEs, City of Baton Rouge-Parish of East Baton Rouge derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Proposers should present a responsible plan that provides for participation of qualified DBEs. Proposers should clearly state DBE participation goals and their plan for implementation of the same in their proposals. Proposers should also include information relative to the participation levels managed on other prior projects.

*Participation **SHALL** be counted toward meeting the contract goals only by business entities certified under LAUCP-DBE/certified SEDBE by the City of Baton Rouge-Parish of East Baton Rouge. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or sublease agreements for operations. Participation **SHALL** include work opportunities in planning, development, construction, and operation of the Project.*

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.

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.

1.23 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.

1.24 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.

1.25 Evaluation and Selection (see Part IV Evaluation)

1.26 Contract 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.

1.27 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.

1.28 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.

1.29 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.

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.

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.

1.30 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 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.

1.31 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.

1.32 Subcontractor Insurance NOT REQUIRED FOR THIS RFP

1.33 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.

1.34 Fidelity Bond Requirements NOT REQUIRED FOR THIS RFP

1.35 Payment for Services

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations, CACFP regulations, 7 CFR, Part 226, the Sponsor **SHALL** pay the vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

1.36 Termination

1.36.1 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.

1.36.2 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.

1.36.3. 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.

1.37 Assignment

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

1.38 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.

1.39 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.

1.40 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.

1.41 Record Retention

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

1.42 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.

1.43 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.

1.44 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.

1.45 Substitution of Personnel NOT REQUIRED FOR THIS RFP

1.46 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.

1.47 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.

1.48 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 II SCOPE OF WORK/SERVICES - REQUIREMENTS

2.1 Scope of Work/Services

Please Refer to Attachment A – Scope of Work

2.2 Period of Agreement

The initial term of any contract resulting from this solicitation **SHALL** begin on or about **January 1, 2025 through September 30, 2025** and then **October 1st-September 30th each year** contingent upon successful performance and funding availability. There **SHALL** be no implied or automatic renewals. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension.

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations, CACFP regulations, 7 CFR, Part 226, the Sponsor **SHALL** pay the vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

2.3 Price Schedule

Prices proposed by the proposers **MUST** be inclusive within the submitted proposal in accordance with this RFP. 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.

2.4 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.

2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at location(s).

<i>CENTER</i>	<i>ADDRESS</i>	<i>PHONE#</i>	<i>LICENSE#</i>
CHARLIE THOMAS MEM HS	8686 PECAN TREE DRIVE	225-761-4436	7892
WONDERLAND HS CENTER	1500 OLEANDER STREET	225-346-0677	5693
FREEMAN MATTHEWS HS CENTER	1386 NAPOLEON STREET	225-387-8539	8104
LABELLE AIRE HS MAIN	1919 N CHRISTY DRIVE	225-275-0426	8104
NEW HORIZON HS CENTER MAIN	1111 N 28 TH STREET	225-344-2152	4642
PROGRESS II HS CENTER	1881 PROGRESS ROAD	225-774-1901	9027

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

2.6.2 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).
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

- 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.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

PART III: REQUIRED PROPOSAL INFORMATION

3.1 Required Proposal Information

The potential bid recipient **SHALL** provide the following information with their responses:

1. A description of how the potential bid recipient meets all the qualifications outlined in Part II, Requirements, Section B, Vendor Qualifications (include copies of business license, liability insurance and proof of surety bond).
2. A brief narrative explaining past experiences with federal or state projects and experiences working in a school or child care settings.
3. At least three professional references that include phone numbers and addresses.
4. Documentation that supports that the potential bid recipient is solvent, for example, financial statements. Bid recipients **MUST** have the ability to be paid on a cost-reimbursement schedule.
5. Estimated cost based on information given in Part II, Section A, Scope of Work, with the emailed proposal.

D. Health Information Safeguards

To comply with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the bid recipient **SHALL** use and/or disclose protected health information only to the extent necessary to satisfy obligations under this contract. Information may not be released without a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release **MUST** be maintained. A copy of the authorization **MUST** be included in this documentation.

The bid recipient **SHALL** develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards; to prevent the improper use or disclosure of protected health information, to secure the integrity of electronic health information, and to protect the exchange of health information in electronic transactions. The obligation to protect health information **SHALL** be continuous and **SHALL** survive any termination, cancellation, expiration or other conclusion of this contract.

Prohibition on Unauthorized Use of Disclosure of Health Information: Neither the Bid recipient nor its sub-bid recipient **SHALL** use or disclose any protected health information except as permitted or required by this contract or otherwise authorized in writing by the service recipient

or guardian. The bid recipient **SHALL** report in writing to the C/P any use or disclosure of health information not authorized by this contract. The report **MUST** include the following: (1) identify the nature of the unauthorized use or disclosure; (2) identify the health information that was used or disclosed; (3) identify who made the unauthorized use or received the unauthorized disclosure; (4) identify steps taken or will be taken by the bid recipient to minimize the harmful effect of the unauthorized use or disclosure; (5) identify corrective action that the bid recipient has or will implement to prevent future unauthorized use or disclosure of health information.

Access to Health Information: The bid recipient **SHALL** permit service recipients to inspect and copy their health information in the custody and control of the bid recipient. The bid recipient **SHALL** establish procedures for providing such access to health information.

Disposal of Health Information: Upon termination, cancellation, expiration or other conclusion of this contract, the bid recipient, if feasible, **SHALL** make available to the service recipient all health information pertaining to that service recipient. Within a 30-day period from termination, cancellation, expiration, or other conclusion of this contract, the bid recipient **SHALL** certify in writing to C/P the return or disposal of all health information. If return or disposal is not feasible, written justification explaining why health information could not be returned or disposed of **MUST** be submitted to C/P.

F. Document Inspection and Retention

During normal business hours the C/P Head Start Program Administrator or designated staff, C/P Board, the Louisiana State Auditor, Louisiana Department of Education, or any of their duly authorized representative(s) **SHALL** have the right to enter the Bid recipient's premises, or other such places where duties under the contract are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this contract. They **SHALL** have the right to audit, examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with the Bid recipient's employees and perform on-site reviews of all matters relating to this contract. The Bid recipient **SHALL** maintain an accounting system with supporting fiscal records adequate to assure that all claims for funds are in accordance with the contract and with all applicable laws, regulations and policies, both federal and state.

The Bid recipient **SHALL** assure that all Bid recipient and sub-bid recipient materials, documents, papers, accounting records, or other evidence pertaining to costs incurred under this contract will be maintained for a period of at least three (3) years after the final payment under this contract and that the C/P HS, or any of their duly authorized representatives **SHALL** have access to any such materials for the purpose of making audits, examinations, excerpts, and transcripts for no less than three (3) years after the date of final payment under this contract or a resolution of audit findings, whichever is later. The Bid recipient agrees to retain all financial records and programmatic records, supporting documents, and statistical records for a period of three (3) years after the last payment is made under the contract including any amendments and/or extensions to the contract.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records **SHALL** be retained until the completion of

the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

The provisions of this contract are applicable to any sub-bid recipient. If any inspection, audit, or evaluation is made on the premises of the Bid recipient, or sub-bid recipient, the Bid recipient **SHALL** provide and require sub-bid recipient to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All such inspections and evaluations **SHALL** be performed in such a manner that will not unreasonably delay work and any subcontract permitted by the C/P should contain a provision, which sets forth the sub-bid recipient's agreement with the terms set forth in this section.

G. Ownership of Data

All property rights in, but not limited to, software, data, and other records entered into any database of the Bid recipient or supplied to the Bid recipient and publication rights in any interim, draft, and final reports and other documentation (hard copy and electronic media) produced by the Bid recipient in connection with work provided for under this contract **SHALL** vest in and be retained by the C/P.

“Data” **SHALL** mean for purposes of this contract all results, technical information, and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, test data, program documentation, recordings (sound and/or video), pictures, drawings, analyses, graphic representations, printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

The C/P have the right to all working papers, reports, charts, programs, and other material developed by the Bid recipient during the course of this contract.

The Bid recipient may not publish or copyright any data without prior approval of the C/P unless otherwise stated herein. The C/P **SHALL** have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

H. Criminal History Review

The bid recipient is required to ensure, to the greatest extent possible, that individuals with a history of engaging in child abuse or neglect or having any other issues that affects their suitability for employment do not provide services under this contract. Prior to receipt of funds under this contract, the Bid recipient **MUST** demonstrate to the satisfaction of the C/P that it has a process in place for reviewing the background of all employees engaged in providing services under this contract.

I. Responsibilities of the C/P or its Representative

1. Review, approve, and compensate Bid recipient for costs of services and activities described in this contract.
2. Monitor the Bid recipient for compliance with the terms and conditions of this contract.
3. Specify all reports and deliverables required from the Bid recipient.
4. Maintain audit and similar reports submitted by the Bid recipient for three (3) years after the last payment to Bid recipient or until any audits or similar reviews in progress are completed, whichever occurs last.
5. Serve as the single point of contact for any matters specified in this contract.
6. Provide payment for services by the method outlined in this contract.

II. Responsibilities of the Bid recipient

1. Work with the C/P to develop reports that will assist in monitoring outcomes.
2. Perform the activities described in the bid request in full accordance with the terms of this contract.
3. Attend scheduled meetings with the C/P, or their duly authorized representatives, as requested and submit to the C/P, in a timely manner and in such a form as specified, requested written reports, to include at a minimum a year-end report.
4. Promote the activities specified in the bid request and this contract as being funded by the C/P.
5. Comply with Title VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended, and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto; the Drug Free Workplace Act, S.C. Code Ann. Sections 44-107-10, et seq. 1976, as amended; and any similar applicable laws, regulations, or rules.
6. Ensure that no funds provided under this contract will be used for any partisan political activity, lobbying any federal or state governmental entity or official, or to further the election or defeat of any candidate for public office.
7. Fully participate, as requested, in the C/P evaluation process, including collecting and providing to the C/P any and all data and/or other information that may be required for such evaluation.
8. Submit to the C/P or its representative any other plans, reports, documents, or other products that the C/P or its representative may specify.
9. Comply fully and in a timely manner with all financial procedures established by the C/P or their duly authorized representatives.

10. Maximize the use of in-kind contributions (volunteers, goods, services, facilities) and agree to assist the C/P in accurately quantifying those contributions and any other direct or indirect funding the C/P funds have leveraged. Provide a match of at least 10% in-kind contribution of goods and services.
11. Promptly notify the C/P or its representative if the Bid recipient's tax status is changed, revoked, or modified in any way.
12. Receive written approval from the C/P prior to implementation of any changes by the Bid recipient in services or activities funded in whole or in part by the C/P of any changes in the budget for these services or activities.

K. Payment for Services

1. To receive payment for services, the Bid recipient **SHALL** submit invoices, at a minimum monthly, to the C/P Program Administrator. The form of invoices and the frequency and basis for submitting and paying invoices, **SHALL** be as agreed upon by the Bid recipient and the C/P in writing and attached to the contract.
2. C/P or its representative **SHALL** cause payment to be made to the Bid recipient on an invoice based upon the determination by the C/P that the services or goods rendered, and the invoice comply with the provisions of this contract.

Subcontracts/Agreements

Any subcontract or sub-agreement entered into by the Bid recipient with funds provided under this contract is subject to prior review and approval by the C/P, **MUST** be in writing, and **SHALL** be subject to the same terms and conditions of this contract. The Bid recipient **SHALL** continue to be responsible for complying with the requirements of this contract.

N. Extension

At the expiration of the term of this contract, the C/P **SHALL**, in its sole discretion, have the option to extend this contract for no more than four (4) one-year periods, for a total of five (5) years, by a written agreement, if funding is available and if the Bid recipient meets all requirements set by the C/P.

Nondiscrimination Statement effective 12/22:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter **MUST** contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter **MUST** be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

PART IV EVALUATION

4.1 Evaluation Factors for Award

Evaluations of proposals will be based on fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to one factor alone.

The C/P HS has established a screening committee consisting of personnel with experience and knowledge of the food program practices who will evaluate the proposals.

The C/P HS reserves the right to select a Proposer based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Proposers regarding the responses received.

The C/P HS also reserves the right to conduct discussions with vendors who submit proposals. Any information from discussions will be shared with all bidders.

Proposals **SHALL** be consistently evaluated based on the following competitive selection criteria:

Criteria	Points
CACFP Meal Pattern Requirements	10
Menu Variety	15
Taste Test	15
Meal Order System and Flexibility	5
Vended Meal Capabilities	10
Experience in the CACFP Program	10
References, Client Satisfaction, and Retention	10
Customer Service Description	5
Cost	15
SEDBE	5
Total	100

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/>.

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

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

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

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

Part V. 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.

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.

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.

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.

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).

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.

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.

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.

BYRD ANTI-LOBBYING ACT

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

PROCUREMENT OF RECOVERED MATERIALS

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>.

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.

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.

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.

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.

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.

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.

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.)

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.

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

REQUIREMENTS

A. SCOPE OF WORK

1. Service responsibilities will include all aspects of the need listed above including preparation and delivery of meals using the Child and Adult Care Food Program to include approved USDA menus for the Child Care Centers.

Specifications are below:

2. Supply meals (breakfast, lunch, and snack) in bulk quantity to (C/P) Head Start Program located at up to 6 (six) separate locations for 657 Head Start Children ages 3-5 years old.:

<i>CENTER</i>	<i>ADDRESS</i>	<i>PHONE#</i>	<i>LICENSE#</i>
CHARLIE THOMAS MEM HS	8686 PECAN TREE DRIVE	225-761-4436	7892
WONDERLAND HS CENTER	1500 OLEANDER STREET	225-346-0677	5693
FREEMAN MATTHEWS HS CENTER	1386 NAPOLEON STREET	225-387-8539	8104
LABELLE AIRE HS MAIN	1919 N CHRISTY DRIVE	225-275-0426	8104
NEW HORIZON HS CENTER MAIN	1111 N 28 TH STREET	225-344-2152	4642
PROGRESS II HS CENTER	1881 PROGRESS ROAD	225-774-1901	9027

- a. Provide meals as ordered by the center during the period of TBA through TBA Meals for children ages three – five years old and adult meals for center level staff served five (5) days a week to include:

<i>Meals</i>	<i>Meals Children</i>	<i>Meals Adults</i>	<i>Days Per Week</i>	<i>Days Per Year</i>	<i>Reimbursement Cost Per Meal</i>
Breakfast	657	0	5	168	\$1.98
Lunch	657	100	5	168	\$4.01
Snack	657	0	5	168	\$1.10

- b. Meals **SHALL** be delivered heated in accordance with the schedule of the center service open dates. Deliver a specific number of meals determined by Centers with the agreement that this number subject to change according to enrollment. The number of meals varies but does not exceed 657 children’s meals and 100 adult meals daily.
- c. Deliver heated meals within the time frame of (Breakfast) 7:00 a.m. - 8:00 a.m. and (Lunch and Snack) 10:00 a.m. – 11:00 a.m. to each center, except for holidays as scheduled by the centers, with the exception of weather cancellations.
- d. Deliver meals in bulk quantity with serving guides and appropriate CACFP paperwork.
- e. Provide appropriate delivery receipts with meals.

- f. Assure that meals meet or exceed the minimum requirements as to the nutritive value and content according to the USDA meal pattern for CACFP.
- g. Maintain full and accurate records that the Center will need to meet its responsibility including the following.
 - 1. Menu Records, including revisions
 - 2. Meals, including daily number of meals delivered by type
 - 3. Production records, including amount of food prepared
 - 4. Child Nutrition Labels, and all other nutrition labels as requested
- h. Submit to the C/P, no less frequently than monthly, a copy of the menus to be used for the upcoming month.
- i. Promptly submit invoices to the C/P no less frequently than monthly.
- j. Designate a Contract Administrator with specified duties or functions and provide all contact information for him or her. The Contract Administrator **SHALL** have the duties or functions assigned to him or her herein.
- k. Provide and maintain continuously throughout the term of the contract all insurance coverage, including the type, amount, and forms of coverage, required.
- l. Provide meals to delivery locations ensuring each site is equipped with Hot Boxes to receive bulk delivered meals that will maintain the required meal temperature according to CACFP requirements and standards.

The C/P Head Start Program Administrator or its representative **MUST** approve all services prior to implementation.

- a. Vendor will prepare hot and cold supper meals to approximately 6 sites from January 1st, through December 31th, each year on specific days which meet the minimum requirements as to the nutritional content as specified by the CACFP (Schedule B) which is excerpted from the regulations 7 *CFR* 7 I§ 226 for CACFP. Funding is allocated from October 1st – September 30th each year. Annual awards will be contingent upon receipt of funding.
- b. Meals may be either unitized or delivered in bulk (depending on the agreed upon menu). Meals **MUST** be individually proportioned and packaged and delivered as a unit if delivered in unitized form. Meals to be delivered **MUST** be stored in containers that maintain safe food temperatures. For example:
 - a. Cold Food – At or under 41 degrees Fahrenheit
 - b. Hot Food – At or over 135 degrees Fahrenheit
- c. Vendor will include specified milk with meals, 1% white milk and Non-Fat Chocolate daily upon approval of the Head Start Program Administrator or designee. This request can be accommodated based on the vendors inventory with prior notification to the C/P.

- d. A variety of fresh fruit is preferred and **MUST** be listed on the menu provided within the bid package.
- e. A variety of fresh vegetables is preferred and **MUST** be listed on the menu provided within the bid package.
- f. Equipment used by the vendor **MUST** be listed on the bid.
- g. Meals will NOT include pork products
- h. The C/P HS seeks a 15-day cycle menu that has variety of appealing food to ensure that the meals are being well received and consumed by the children. We encourage culturally diverse meals. Prior to award, a taste test will be conducted.
- i. Vendor will prepare hot or cold ready to eat meals on a daily basis (Monday-Friday). The vendor and the C/P HS can negotiate this as needed.
- j. The C/P HS is requiring the vendor transport all meals to each site and the vendor to provide the transportation log for each meal site.
- k. The C/P HS will notify the Vendor a month in advance of the number of CACFP meals needed for the following month. Vendor **MUST** allow for the adjustment of meals daily until 4:00 p.m. or as negotiated.
- l. Vendor **MUST** allow for the adjustment of CACFP meals until 4:00 p.m. three business days in advance for sites needing to adjust. Unless the vendor and the C/P HS agree to other arrangements.
- m. The C/P HS will not be obligated to pay for meals that are found (during delivery inspection or during meal service) to be of unacceptable quality (moldy bread, rotten fruits or vegetables, overcooked or burned food, spoiled milk, etc.) Cold meals that have temperatures higher than 41 degrees and hot meals that have temperature lower than 135 degrees and suppers that do not meet the USDA guidelines.
- n. Meals that are out of compliance (moldy, spoiled, missing components, etc.) are unacceptable. The C/P HS will notify the vendor and the vendor **MUST** submit a corrective action plan to the C/P HS within 72 hours. Failure to do so may result in written 60-day notice of suspension or termination of the contract.
- o. Under this program the C/P HS prefers a vendor to buy domestic commodities or products. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” means that over 50 percent (50%) of the final product consists of agricultural commodities that are grown domestically.
- p. Vendor will provide eating utensils, napkins and condiments. Utensils are preferred individually wrapped plastic assorted cutlery set.
- q. Vendor will supply copies of the food preparation records as requested by the C/P HS.
- r. The C/P HS will share documents with Vendor detailing meal updates, cancellations, service time changes, meal caps, closed dates, and any other important information that may be updated daily to ensure

a successful meal program. Or the C/P HS can accommodate to the vendor's current process of obtaining this information.

- s. Vendor will provide substitutions or modifications of meals as required by federal law for participants who are documented by a recognized prescribing authority (physician, physician assistant, nurse practitioner) to be unable to consume the regular program meals due to a disability. A medical form or diet statement **MUST** identify the allergen or food to be avoided, how exposure to this food affects the participant and the specific foods to be omitted and substituted. The statement **MUST** be signed and dated by the prescribing authority and the C/P HS will provide the vendor a copy.
- t. If vendor incurs additional costs for substitutions that exceed the regular meal payments, the vendor may request additional reimbursement from the C/P HS for the additional cost. Request will be reviewed for approval on a case by case basis. Submitting a request does not guarantee reimbursement. Neither Vendor nor the C/P HS may charge any additional cost to participants who qualify for substitutions.
- u. The C/P HS reserves the right to suggest menu changes periodically throughout the contract.
- v. During the drop off of the meals the C/P HS staff will inspect the meals and log the temperature prior to the vendor leaving the C/P HS facility. During the drop off the C/P HS CACFP site staff will take a second temperature and inspect the meals for accurate count, temperature of entree/milk and sign the delivery slip. The driver will provide a copy of the delivery slip for the site staff to keep for their records.
- w. For all bids; Delivery slips **MUST** contain:
 - Time and temperature of departure from vendor's site including drivers' signature
 - Meal items and portions
 - Time of delivery
 - Number of meals delivered
 - Site staff signature upon arrival

Delivery Requirements (for bids including deliveries)

- Meals **MUST** be prepared by the food service vendor for each center listed in accordance with the order from the Sponsor.
- Additional sites may be added or dropped from the program during the time of the contract. CACFP service sites listed provided only to demonstrate scope of work.
- The food service vendor **SHALL** be responsible for providing all meals and dairy products at the specified time. Adequate equipment be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.

- The Sponsor reserves the right to add or delete centers. This **SHALL** be done by the C/P HS as the Sponsor who **SHALL** notify the food service vendor of such amendments not less than one week prior to the required date of service.

Supervision and Inspection

- The food service vendor **SHALL** provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
- The Food Service Vendor **SHALL** be required at all times during the performance of the awarded contract to maintain strict compliance with and adhere to any and all applicable laws, mandates, and regulations at the federal, state, and local levels pertaining to the safe handling and storage of food as well as health and safety in the workplace, including but not limited to, the laws, mandates, and regulations under the Louisiana Department of Public Health and the Center for Disease Control (CDC).
- During a public health emergency, the C/P HS **SHALL** have the right to request for and obtain appropriate documentation from the Food Service Vendor to certify that the vendor is in compliance with the aforementioned applicable laws, mandates, and regulations pertaining to health and safety in the workplace.

Certified Food Protection Managers

- Have at least one management/supervisory employee (not necessarily the Person in Charge) who is a Certified Food Protection Manager present during all hours of operation.

Food Handler Training

- Provide a copy of a written policy that addresses employee food safety training.

Record Keeping

- Transport records **MUST** be prepared by the food service vendor—one for the food service vendor, one for center personnel, and one for the Sponsor. Transport records **MUST** be itemized to show the number of meals of each type delivered to each center. Designees of the Sponsor at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices **SHALL** be accepted by the Sponsor only if they accurately represent the transport records signed by the Sponsor's designee at the center.
- The food service vendor **SHALL** maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- The books and records of the food service vendor pertaining to this contract **SHALL** be available for a period of three years from the date the Sponsor submits to LDOE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of LDOE, the USDA, the Sponsor, and the Controller General of the United States at any reasonable time and place.

Method of Payment

- The food service vendor **SHALL** submit its itemized invoice to the Sponsor Weekly.
- Each invoice **SHALL** give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding Week.
- Payment will be made at the unit price specified in the contract.
- No payment **SHALL** be made unless the required delivery receipts have been signed by the center representative.

Inspection of Facility

- The Sponsor, LDOE, and the USDA reserve the right to inspect the food service vendor preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- The food service vendor facilities **SHALL** be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- The food service vendor **SHALL** provide meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels **SHALL** conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the local area.

Cost-Analysis

- Pursuant to 2 CFR Part 200.324, all prospective food service vendors upon request by the Sponsor **SHALL** be required to provide a written cost-analysis prior to submitting their finalized bids or proposals. The cost-analysis **SHALL** include a breakdown of the costs for each individual element that taken together **SHALL** make up the contract price. At a minimum, the cost-analysis **SHALL** include separate line items for costs pertaining to direct labor, fringe benefits, overhead (indirect costs), materials, fuel and other logistics.

Negotiate Profit Separately from Contract Price

- For purchases using federal funds in excess of \$250,000, the Sponsor may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the Sponsor, the Food Service Vendor agrees to provide information and negotiate with the Sponsor regarding profit as a separate element of the price for a particular purchase. However, the Food Service Vendor agrees that the total price, including profit, charged by vendor to the Sponsor **SHALL** not exceed the awarded pricing, including any applicable discount, under the Food Service Vendor's contract with the Sponsor.

Insurance

- The food service vendor **SHALL** ensure retention of proper insurance coverages, licenses, and permits needed to operate in accordance with applicable law as required by the State of Louisiana, and any other government authority, including special requirements related to liability. Upon request, the food service vendor **SHALL** provide the sponsor with copies of certificates of insurance, including endorsements and waivers of subrogation in favor of the sponsor. Such certificates **SHALL** stipulate that such insurance **SHALL** not be cancelled without ten (10) days prior written notice to the sponsor. The food service vendor **SHALL** be required to maintain comprehensive general liability insurance (including product liability and premises liability insurance) including one or more endorsements evidencing that coverage is in "broad form" and includes contractual liability with limits no less than \$2,000,000 per occurrence. The C/P HS it's officers, agents, and employees **SHALL** be listed as additional insureds on the food service vendor's general liability insurance policy but only with respect to the responsibilities under the CACFP.

Indemnification

- The Food Service Vendor **SHALL** indemnify and hold harmless the C/P HS, its subsidiaries and affiliates, and its directors, officers, employees, agents and representatives from and against any and all liabilities, claims (including but not limited to any claim for death of or injury to persons or property), causes of action, fines, judgments, settlements, costs, expenses, penalties, losses or damages whatsoever of any kind or nature (including without limitation court costs and reasonable attorneys' fees) resulting or arising from or relating to the acts or omissions of the Food Service Vendor, its subsidiaries or affiliates, and their employees, agents and representatives, volunteers, relating to (i) the responsibilities of the Parties provided hereunder, and/or (ii) Food Service Vendor's breach of any representations, warranties, agreements or covenants set forth in this agreement.

Confidentiality

- Each Party agrees and acknowledges that it will keep confidentiality and not use in any manner, and cause each of its employees, agents and representatives to keep confidential and not to use in any manner, any documents, information or data of any kind or nature whatsoever, whether oral or written, which is disclosed to or learned by such Party, its employees, agents or representatives regarding the business or affairs of the other Party, its subsidiaries and affiliates or any customers of any thereof or other person or entity with which any thereof may have a business relationship, including without limitation the terms and conditions of this Agreement. Upon termination or expiration of this Agreement, for whatever reason, such Party **SHALL** promptly return or cause to be returned to the other Party or, destroy or cause to be destroyed all such confidential information and **SHALL** certify to the other Party that all copies thereof have been returned or destroyed.

Assignment

- The Food Service Vendor is prohibited from assigning or delegating any of its rights, obligations, duties, responsibilities, or interests contained in this Agreement with a third-party without the express written consent of the Sponsor.

Availability of Funds

- The Sponsor **SHALL** have the option to cancel this contract if the federal government withdraws funds to support the CACFP. It is further understood that, in the event of cancellation of the contract, the Sponsor **SHALL** be responsible for meals that have already been assembled and or delivered in accordance with this contract.

Number of Meals and Delivery Times

- The food service vendor **MUST** provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals **SHALL** not be included when the number of delivered meals is determined.

Emergencies

- In the event of unforeseen emergency circumstances, the food service vendor **SHALL** immediately notify the Sponsor of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 1 hour(s) after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the food service vendor at least 72 hours' notice. Adjustments for emergency situations affecting the food service vendors ability to deliver meals or the Sponsor's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the food service vendor and the Sponsor.

Subcontracts and Assignments

- The food service vendor **SHALL** not subcontract with any other food service vendor for the total meal, with or without milk, or for the assembly of the meal; and **SHALL** not assign, without the advance written consent of the Sponsor, this contract or any interest therein. In the event of any assignment, the food service vendor **SHALL** remain liable to the Sponsor as principal for the performance of all the food service vendor's obligations under this contract.

Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, *Code of Federal Regulations*, Chapter 60).

During the performance of this contract, the food service vendor agrees as follows:
Vendor **SHALL** comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
Vendor **SHALL** comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor **SHALL** also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in any Child Nutrition Program.

The food service vendor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. 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 food service vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the food service vendor noncompliance with the equal opportunity clause 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 food service vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

B. VENDOR QUALIFICATIONS

Minimum requirements will include:

1. A minimum of five (5) years' experience as a whole company or individuals within the company as a caterer.
2. Preferred to have other federal or state experience.
3. Preferred to have experience delivering to child centers using CACFP and USDA
- b. approved menus.
4. Ability to be paid on a cost-reimbursement schedule.
5. **MUST** be licensed to do business with the C/P in Vendor Social Service, licensed in Louisiana, have a surety bond, Certificate of Insurance, Automobile Insurance, Liability insurance and **MUST** not have been suspended or disbarred from contracting with a public or private entity.
6. The proposal **MUST** include a Health Department Permit for the kitchen where the meals will be prepared.

C. COST

1. C/P Board reserves the right to negotiate costs with the potential bid recipient(s) based on the services outlined in Section A, Scope of Work.
2. Total cost presented **MUST** include an itemization of cost.
3. Total cost should include all elements to complete a week delivery of meals

Price

- Price of food, milk, recyclable packaging, utensils, condiments, keeping food temperatures within the food safety guidelines, and all other related costs should be included in your final unit bid price for supper meals. Vendors **MUST** give an example of the recyclable trays they will provide for food service. Unitized napkins and straws **MUST** be included in every delivery. If the food item requires a spork/fork/spoon (utensils), unitized utensils, napkins, **MUST** be included in every delivery inside the unitized meal container and **MUST** not be soiled by food contents. Price will also include accurate measuring cups, serving utensils, plastic aprons, and gloves.

Menu/Food Samples

- The C/P Head Start Program seeks a vendor who can provide healthy, tasty menus, and meal variety. The vendor **MUST** be able to describe daily delivery of meals to all individual sites by the approved time. Vendors **MUST** provide work examples and references from providing a similar quantity of meals and daily delivery.

Past Performance

- Past performance of the vendors food service will be considered including timely delivery, missing meal components, quality of meals, menu creation and communication.

Communication

- The C/P Head Start Program staff will be able to communicate with vendor point person regarding deliveries, invoices, updates in food orders via a Google Excel spreadsheet, phone call, or text on a daily basis. Vendor will be asked to provide documentation regarding current communication system with agencies.

Bids **MUST** include a copy of a current state or local health certificate for the food preparation facilities.

Attach three current (within one year) references with contact names, titles, and phone numbers and brief description of service provided and time period.

- Attach a copy of liability insurance.

Contract Term: The effective term of this contract **SHALL** be from January 1st, 2025, through September 30th, 2025 and then October 1st – September 30th each year contingent upon successful performance and funding availability. There **SHALL** be no implied or automatic renewals. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension.

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations, CACFP regulations, 7 CFR, Part 226, the Sponsor **SHALL** pay the vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

REQUIRED PROPOSAL INFORMATION

The potential bid recipient **SHALL** provide the following information with their responses:

6. A description of how the potential bid recipient meets all the qualifications outlined in Part II, Requirements, Section B, Vendor Qualifications (include copies of business license, liability insurance and proof of surety bond).
7. A brief narrative explaining past experiences with federal or state projects and experiences working in a school or child care settings.
8. At least three professional references that include phone numbers and addresses.
9. Documentation that supports that the potential bid recipient is solvent, for example, financial statements. Bid recipients **MUST** have the ability to be paid on a cost-reimbursement schedule.
10. Estimated cost based on information given in Part II, Section A, Scope of Work, with the emailed proposal.

D. Health Information Safeguards

To comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the bid recipient **SHALL** use and/or disclose protected health information only to the extent necessary to satisfy obligations under this contract. Information may not be released without a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release **MUST** be maintained. A copy of the authorization **MUST** be included in this documentation.

The bid recipient **SHALL** develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards; to prevent the improper use or disclosure of protected health information, to secure the integrity of electronic health information, and to protect the exchange of health information in electronic transactions. The obligation to protect health information **SHALL** be continuous and **SHALL** survive any termination, cancellation, expiration or other conclusion of this contract.

Prohibition on Unauthorized Use of Disclosure of Health Information: Neither the Bid recipient nor its sub-bid recipient **SHALL** use or disclose any protected health information except as permitted or required by this contract or otherwise authorized in writing by the service recipient or guardian. The bid recipient **SHALL** report in writing to the C/P any use or disclosure of health information not authorized by this contract. The report **MUST** include the following: (1) identify the nature of the unauthorized use or disclosure; (2) identify the health information that was used or disclosed; (3) identify who made the unauthorized use or received the unauthorized disclosure; (4) identify steps taken or will be taken by the bid recipient to minimize the harmful effect of the unauthorized use or disclosure; (5) identify corrective action that the bid recipient has or will implement to prevent future unauthorized use of disclosure of health information.

Access to Health Information: The bid recipient **SHALL** permit service recipients to inspect and copy their health information in the custody and control of the bid recipient.

The bid recipient **SHALL** establish procedures for providing such access to health information.

Disposal of Health Information: Upon termination, cancellation, expiration or other conclusion of this contract, the bid recipient, if feasible, **SHALL** make available to the service recipient all health information pertaining to that service recipient. Within a 30-day period from termination, cancellation, expiration, or other conclusion of this contract, the bid recipient **SHALL** certify in writing to C/P the return or disposal of all health information. If return or disposal is not feasible, written justification explaining why health information could not be returned or disposed of **MUST** be submitted to C/P.

F. Document Inspection and Retention

During normal business hours the C/P Head Start Program Administrator or designated staff, C/P Board, the Louisiana State Auditor, Louisiana Department of Education, or any of their duly authorized representative(s) **SHALL** have the right to enter the Bid recipient's premises, or other such places where duties under the contract are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this contract. They **SHALL** have the right to audit, examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with the Bid recipient's employees and perform on-site reviews of all matters relating to this contract. The Bid recipient **SHALL** maintain an accounting system with supporting fiscal records adequate to assure that all claims for funds are in accordance with the contract and with all applicable laws, regulations and policies, both federal and state.

The Bid recipient **SHALL** assure that all Bid recipient and sub-bid recipient materials, documents, papers, accounting records, or other evidence pertaining to costs incurred under this contract will be maintained for a period of at least three (3) years after the final payment under this contract and that the C/P HS, or any of their duly authorized representatives **SHALL** have access to any such materials for the purpose of making audits, examinations, excerpts, and transcripts for no less than three (3) years after the date of final payment under this contract or a resolution of audit findings, whichever is later. The Bid recipient agrees to retain all financial records and programmatic records, supporting documents, and statistical records for a period of three (3) years after the last payment is made under the contract including any amendments and/or extensions to the contract.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records **SHALL** be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

The provisions of this contract are applicable to any sub-bid recipient. If any inspection, audit, or evaluation is made on the premises of the Bid recipient, or sub-bid recipient, the Bid recipient **SHALL** provide and require sub-bid recipient to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All such inspections and evaluations **SHALL** be performed in such a manner that will not unreasonably delay work and any subcontract permitted by the C/P should contain a provision, which sets forth the sub-bid recipient's agreement with the terms set forth in this section.

G. Ownership of Data

All property rights in, but not limited to, software, data, and other records entered into any database of the Bid recipient or supplied to the Bid recipient and publication rights in any interim, draft, and final reports and other documentation (hard copy and electronic media) produced by the Bid recipient in connection with work provided for under this contract **SHALL** vest in and be retained by the C/P.

“Data” **SHALL** mean for purposes of this contract all results, technical information, and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, test data, program documentation, recordings (sound and/or video), pictures, drawings, analyses, graphic representations, printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

The C/P have the right to all working papers, reports, charts, programs, and other material developed by the Bid recipient during the course of this contract.

The Bid recipient may not publish or copyright any data without prior approval of the C/P unless otherwise stated herein. The C/P **SHALL** have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

H. Criminal History Review

The bid recipient is required to ensure, to the greatest extent possible, that individuals with a history of engaging in child abuse or neglect or having any other issues that affects their suitability for employment do not provide services under this contract. Prior to receipt of funds under this contract, the Bid recipient **MUST** demonstrate to the satisfaction of the C/P that it has a process in place for reviewing the background of all employees engaged in providing services under this contract.

I. Responsibilities of the C/P or its Representative

1. Review, approve, and compensate Bid recipient for costs of services and activities described in this contract.
2. Monitor the Bid recipient for compliance with the terms and conditions of this contract.
3. Specify all reports and deliverables required from the Bid recipient.
4. Maintain audit and similar reports submitted by the Bid recipient for three (3) years after the last payment to Bid recipient or until any audits or similar reviews in progress are completed, whichever occurs last.
5. Serve as the single point of contact for any matters specified in this contract.
6. Provide payment for services by the method outlined in this contract.

II. Responsibilities of the Bid recipient

1. Work with the C/P to develop reports that will assist in monitoring outcomes.
2. Perform the activities described in the bid request in full accordance with the terms of this contract.
3. Attend scheduled meetings with the C/P, or their duly authorized representatives, as requested and submit to the C/P, in a timely manner and in such a form as specified, requested written reports, to include at a minimum a year-end report.
4. Promote the activities specified in the bid request and this contract as being funded by the C/P.
5. Comply with Title VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended, and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto; the Drug Free Workplace Act, S.C. Code Ann. Sections 44-107-10, et seq. 1976, as amended; and any similar applicable laws, regulations, or rules.
6. Ensure that no funds provided under this contract will be used for any partisan political activity, lobbying any federal or state governmental entity or official, or to further the election or defeat of any candidate for public office.
7. Fully participate, as requested, in the C/P evaluation process, including collecting and providing to the C/P any and all data and/or other information that may be required for such evaluation.
8. Submit to the C/P or its representative any other plans, reports, documents, or other products that the C/P or its representative may specify.

9. Comply fully and in a timely manner with all financial procedures established by the C/P or their duly authorized representatives.
10. Maximize the use of in-kind contributions (volunteers, goods, services, facilities) and agree to assist the C/P in accurately quantifying those contributions and any other direct or indirect funding the C/P funds have leveraged. Provide a match of at least 10% in-kind contribution of goods and services.
11. Promptly notify the C/P or its representative if the Bid recipient's tax status is changed, revoked, or modified in any way.
12. Receive written approval from the C/P prior to implementation of any changes by the Bid recipient in services or activities funded in whole or in part by the C/P of any changes in the budget for these services or activities.

K. Payment for Services

1. To receive payment for services, the Bid recipient **SHALL** submit invoices, at a minimum monthly, to the C/P Program Administrator. The form of invoices and the frequency and basis for submitting and paying invoices, **SHALL** be as agreed upon by the Bid recipient and the C/P in writing and attached to the contract.
2. C/P or its representative **SHALL** cause payment to be made to the Bid recipient on an invoice based upon the determination by the C/P that the services or goods rendered, and the invoice comply with the provisions of this contract.

Subcontracts/Agreements

Any subcontract or sub-agreement entered into by the Bid recipient with funds provided under this contract is subject to prior review and approval by the C/P, **MUST** be in writing, and **SHALL** be subject to the same terms and conditions of this contract. The Bid recipient **SHALL** continue to be responsible for complying with the requirements of this contract.

N. Extension

At the expiration of the term of this contract, the C/P **SHALL**, in its sole discretion, have the option to extend this contract for no more than four (4) one-year periods, for a total of five (5) years, by a written agreement, if funding is available and if the Bid recipient meets all requirements set by the C/P.

Nondiscrimination Statement effective 12/22:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter **MUST** contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter **MUST** be submitted to USDA by:

4. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
5. **fax:**
(833) 256-1665 or (202) 690-7442; or
6. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

Definitions

Definitions - as used herein.

- The term "bid" means an offer to perform the work described in the Request for Proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- The term "bidder" means a commercial food service vendor submitting a bid in response to this Request for Proposal.
- The term "Vendor", "Food Service Vendor" or "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with milk, for use in the CACFP.
- The term "Request for Proposal," hereafter referred to as "RFP", means the document soliciting bids through the formal advertising method of procurement.
- The term "Sponsor" refers to the City of Baton Rouge East Baton Rouge Parish Head Start.
- The term "program" means the Child & Adult Food Care Program set forth in the Code of Federal Regulations, 7 CFR Part 226.
- The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk.
- The term "bulk" means meals are not unitized and the vendor will provide bulk quantities with instructions on the planned portion size of each food component.
- The term "C.F.R." means Code of Federal Regulations.

Evaluation Factors for Award

Evaluations of proposals will be based on fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to one factor alone.

The C/P HS has established a screening committee consisting of personnel with experience and knowledge of the food program practices who will evaluate the proposals.

The C/P HS reserves the right to select a Proposer based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Proposers regarding the responses received. **Any contract awarded under this solicitation will be funded by the CACFP reimbursement based grant.**

The C/P HS also reserves the right to conduct discussions with vendors who submit proposals. Any information from discussions will be shared with all bidders.

Rejection of Proposal Elements:

The C/P HS reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The C/P HS reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to the RFP.

Proposals **SHALL** be consistently evaluated based on the following competitive selection criteria:

Criteria	Points
CACFP Meal Pattern Requirements	10
Menu Variety	15
Taste Test	15
Meal Order System and Flexibility	5
Vended Meal Capabilities	10
Experience in the CACFP Program	10
References, Client Satisfaction, and Retention	10
Customer Service Description	5
Cost	15
SEDBE	5
Total	100

Request For Proposal Summary Process

Criteria	Minimum Standard	Minimum and / or Additional Documented Evidence Required	Points
CACFP Meal Plan Requirements	Vendor MUST be able to meet all meal pattern requirements as stated in Schedule B	Include a 4-week sample menu with meal pattern components identified	
Menu Variety	Vendor provides evidence of an appealing and culturally relevant menu with sufficient variety to not cause meals fatigue	Include a 15-day cycle menu example	
Taste Test	Vendor provides samples of each meal requested in EXACT packaging as would be delivered to sites. Meals will be evaluated taste, appearance, and overall appeal.	Vendor will drop off three (3) hot or cold ready to eat samples of each meal requested. Vendors MUST prearrange time to drop off meals and will not be allowed to stay for meal sampling	
Meal Order System and Flexibility	Vended demonstrated experience providing vended meals, with thorough description of appropriate delivery capability	Include a detailed description of the ordering process, typical timelines, date allowances for changes, fees for changes, and any other relevant ordering management information	
Vended Meal Capabilities	Vended demonstrates experience providing vended meals, with thorough descriptions of appropriate delivery capability	Vendor SHALL provide a list of all current CACFP accounts and include # of sites, meals served, and average number of meals	
Experiences in the CACFP Program	Experience in serving CACFP sponsors in Louisiana. A minimum of 5 years of experience is required for full points.	Documentation of year company was founded, when CACFP meal service began, and who were the sponsors	
References, Client, Satisfaction, and Retention	Vendor MUST provide at least three detailed customer references, based on the sample provided	Vendor SHALL provide a list of all current CACFP accounts. Sponsor reserve the right to contact any and or all current or past Sponsors for reference in addition to the 3 references provide. Use Attachment ___ to provide at least 3 references	
Customer Service Description	Description of communication processes for orders, urgent notifications, changes, etc.	Additionally, include a description of assigned staff to the Sponsor and ability to utilize current Sponsor Communication tools such as text messages, email, live person phone call access	
Cost	Price per meal clearly articulated in Attachment ___		
SEDBE	Provide SEDBE certification meeting goal or Good Faith Effort		
		Total	

**ATTACHMENT B
PROPOSAL FORM**

City of Baton Rouge-Parish of East Baton Rouge

Sealed proposals will be received until 2:00 PM, Local Time December 10, 2024 by the Purchasing Division, 222 Saint Louis Street, Suite 826, Baton Rouge, La 70802. Immediately after 2:00 PM of the same day and date, proposals will be publicly opened.

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:

CACFP FOOD VENDOR 2024 – RFP SOLICITATION NO. 2024-10-6010

as set forth in the following Contract Documents:

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

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined 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, projected to be on or about _____ 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.: _____

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:

CACFP FOOD VENDOR 2024 – RFP SOLICITATION NO. 2024-10-6010

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

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 for (CACFP FOOD VENDOR 2024 – RFP SOLICITATION NO. 2024-10-6010)

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.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

ATTACHMENT D

Sample Contract for RFP 2024-10-6010 – CACFP FOOD VENDOR 2024

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 “Service Provider”

Service provider **SHALL** provide services as described herein for ...

Service provider agrees to proceed, upon written notice of the Director of Headstart – Program Administrator), 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 Service Provider 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 Service Provider for this project **SHALL** be as follows:

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 Service Provider **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 Service Provider or their representatives at conferences and public hearings, are to be furnished at the expense of Service Provider.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Service Provider 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 _____(City-Parish's responsibilities will be stated here) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish **SHALL** pay and Service Provider agrees to accept compensation for the Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Service Provider'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: Service Provider 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 Service Provider's failure. If within ___ days after receipt of such notice, the Service Provider **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 Service Provider 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 Service Provider 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: Service Provider **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. Service Provider **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: Service Provider **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. Service Provider **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.
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: Service Provider 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 Service Provider further covenants that in the performance of his contract no person having any such interest **SHALL** be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Service Provider **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.
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. Service Provider **SHALL** also include these Federal Requirements in any sub-contracts. **SC3 of 5**

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 Service Provider'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 Service Provider. If the methods and procedures employed by the Service Provider for the protection of the Service Provider'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 Service Provider **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 Service Provider's possession, is independently developed by the Service Provider outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Service Provider **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 Service Provider'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 Service Provider'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 Service Provider'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 Service Provider have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE

By _____

Title _____

Service Provider

By _____

Title _____

Typed Name and Title

STANDARD FOOD SERVICE MANAGEMENT COMPANY VENDED MEAL AGREEMENT

This Agreement/Contract is entered into between _____ (Contractor/Food Service Management Company) and _____ (Child or Adult Center or Sponsoring Organization of Affiliated Facilities/Sites/Centers, hereinafter referred to as the Contractor and CACFP Sponsor respectively).

This contract **SHALL** be effective _____ through _____ unless otherwise terminated under the conditions of this contract.

The Contractor hereby agrees to furnish meals/snacks, Select One: **(INCLUSIVE/EXCLUSIVE)** of milk/juice to the CACFP Sponsor for the rates listed below:

Meal Type	Meal Price (\$0.00)	X	# Meals/Day	X	# of Operating Days*	=	Estimated Total Cost of Fixed Price Contract for Meals
Breakfast	\$	X		X		=	\$
AM Snack	\$	X		X		=	\$
Lunch	\$	X		X		=	\$
PM Snack	\$	X		X		=	\$
Supper	\$	X		X		=	\$
Estimated Total Cost of Fixed Price Contract for Meals							\$

Ordering and Delivery:

[In accordance with CFR 226.6(i)(8)]

Meals **SHALL** be delivered in accordance with the delivery schedule described in Appendix A of this Agreement/Contract unless changes are agreed to by both parties in writing. Deliveries may be made and will be accepted up to _____ minutes prior to and/or _____ minutes after the delivery times specified and still be considered within the contracted delivery time.

[In accordance with CFR 226.6(i)(9)]

Increases or decreases in the number of meals ordered may be made by the CACFP Sponsor as needed by submitting a change order for the number of meals required for the next day of service to the delivery person at the time of current day delivery or by notifying the contractor's office with at least _____ hours of prior notice.

Meal Specifications:

[In accordance with CFR 226.6(i)(6)]

The Contractor **SHALL** operate in accordance with current USDA Child and Adult Care Food Program regulations.

[In accordance with CFR 226.6(i)(4)]

Meals delivered **SHALL** conform to the cycle menu (ATTACHED) upon which the contract/agreement is based and to the menu changes agreed upon in writing by both the CACFP Sponsor and the Contractor.

[In accordance with CFR 226.6(i)(10)]

All meals and snacks **MUST** conform to the USDA Child and Adult Care Food Program requirements of CFR 226.6.20 in nutritive value and content, required components and, at minimum quantities as specified.

[In accordance with CFR 226.6(i)(3)]

All meals and snacks **MUST** be prepared in a kitchen operating with a current passing certification/inspection. Health and sanitation conditions are to be met by the Contractor at all times. All meals and snacks **MUST** be prepared under sanitary conditions and held, as well as delivered to the CACFP Sponsor at proper temperatures to prevent food borne illness.

Meals are to be made available upon request to the State Agency staff for periodic inspection by the local Health Department or an independent agency to determine if bacteria levels conform to the levels that may be present in meals prepared or served by other establishments in the locality. The results of these inspections **SHALL** be submitted to the CACFP Sponsor and the State Agency.
[In accordance with CFR 226.6(i)(11)]

All breakfast, lunch and supper meals delivered to out-side school hours care centers **SHALL** be unitized with or without milk, unless an exemption is granted by the State Agency. For other facilities, the State Agency may require unitization if there is evidence which indicates that it is necessary to insure compliance with CFR226.20
[In accordance with CFR 226.6 (i)(7)]

Payment **SHALL** not be made to the Contractor for meals that are delivered outside the agreed on delivery time, meals that are spoiled or unwholesome at the time of delivery, or meals that do not otherwise meet the meal order or delivery specification requirements contained in this Agreement/Contract.

Recordkeeping and Billing:

[In accordance with CFR 226.6(i)(2)]

The Contractor **SHALL** maintain such records (supported by invoices, receipts or other evidence) as the CACFP Sponsor will need to meet its responsibilities under CFR 226.6(i). These records **MUST** include at minimum 2 elements: menu records/worksheets, including the amount of food prepared, and the number of meals served, including the daily number of meals delivered by type. The Contractor **SHALL** promptly submit a statement to the CACFP Sponsor no less frequently than monthly. Payment to the Contractor **SHALL** be made in a timely manner. A dated receipt of payment from the Contractor will be included in the CACFP Sponsor's food service records.

[In accordance with CFR 226.6(i)(5)]

The books and records of the Contractor pertaining to the CACFP Sponsor's food service operation **SHALL** be available for inspection and audit by representatives of the State Agency, USDA, or the US General Accounting Office at any reasonable time and place for a period of 3 years from receipt of final payment under the Agreement/Contract, or in cases where an audit requested by the State Agency or USDA remains unresolved, until such time as the audit is resolved.

The contractor **SHALL** provide a billing to the CACFP Sponsor by the _____ day following the billing period. The billing period **SHALL** coincide with the calendar month. In the event of termination of this agreement, a billing **SHALL** be provided within _____ days of the effective date of termination.

On or before the _____ day of the month following the billing period, the CACFP Sponsor **SHALL** pay the contractor the amount due in accordance with this agreement.

The contractor, its subcontractors, facilities and authorized representatives certify that the said entities **have not** been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal governmental agency from submitting and/or participating in the proposal process.

The contractor, its subcontractors, facilities and authorized representatives agree to provide meals/services to CACFP participants without regard to race, color, national origin, sex, age or disability in accordance with Title VI of the 1964 Civil Rights Act.

The contractor, its subcontractors, facilities and authorized representatives certify that the prices in their offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Both parties reserve the right to cancel this agreement or any part thereof for convenience upon thirty days (30) written notice to the other party.

Both parties reserve the right to terminate this agreement for cause upon breach of any or all parts of this contract by either party. Termination **SHALL** be effective no more than 10 days after written notice.

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 ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE 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.** 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) of THE 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 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.

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.

21. **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.
22. **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).

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.

Date

Authorized Signature

Authorized Name (Printed)

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 15% 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.

**Form 1A
Required Participation Questionnaire**

INSTRUCTIONS: A fully completed Form 1A "Required Participation Questionnaire" must be submitted for the prime firm, each subcontractor, and any other tier or subcontractor, as a condition of responsiveness. This information is to be collected and documented for all City of Baton Rouge and Parish of East Baton Rouge projects as required by the City of Baton Rouge and Parish of East Baton Rouge. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:	2. Official name of firm: Indicate if prime or subcontractor:	3. Address of office to perform work:
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> SBA certified <input type="checkbox"/> Minority-owned business <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> Woman-owned business <input type="checkbox"/> EBE Certified with CITY-PARISH *A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge SEDBE Program by the date of submittal. Current letter of certification shall be attached.	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below): Last Year: _____ 2 Years ago: _____ 3 Years ago: _____	
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received: <u>Index:</u> 1 less than \$500,000 4 \$2,000,000 to \$4,000,000 2 \$500,000- \$1,000,000 5 \$5,000,000 to \$6,000,000 3 \$1,000,000 to \$2,000,000 6 \$6,000,000 or greater	

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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 he 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.
- d. 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.
- e. 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, 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

Use of Funds.

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

Period of Performance. The period of performance for this award begins 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.

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

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.

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

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

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

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

Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR **SHALL** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **SHALL** apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

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

Debts Owed the Federal Government.

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR **SHALL** constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government **MUST** be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

Disclaimer.

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

Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR **SHALL** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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.