

VOUCHER # 2024-13-0910

**PUBLISHED – LEGAL
11/18/24; 11/25/24 and 12/2/24**

NOTICE TO PROPOSERS

Notice is hereby given that sealed Statement of Qualifications (“SOQ”) will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **2:00 PM CST on December 17, 2024** in Room 826, of City Hall, 222 Saint Louis Street, Baton Rouge, LA 70802 for:

**RFQ 2024-13-0910
DBE/ACDBE/SBE and Title VI Consulting Services for the Baton Rouge Metropolitan Airport**

PROFESSIONAL SERVICE FEE: TO BE NEGOTIATED

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

Copies of the Request for Qualifications may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: 0910AirportDBEconsult@brla.gov

*Note: The City-Parish has elected to use LaPAC, the state’s online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. **NOTE: This RFQ is not available to submit online via Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the RFQ.**

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 December 5, 2024.

SOQ received after the above specified time will not be considered. SOQ 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 RFQ 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 RFQ opening time on the date of RFQ opening.

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

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

The selection committee will meet on **January 9, 2025 at 2:00pmCST** at the Baton Rouge Metropolitan Airport, Suite 300, Terminal Building, 9430 Jackie Cochran Drive, Baton Rouge, Louisiana to select the consultant for the services advertised herein.

The selection committee meeting is open to the Public, and representatives from all interested firms are invited to be present.

The negotiated fee and contract agreement may subject to Metropolitan Council approval and authorization of the Mayor-President to execute the contract for professional services for these professional services.

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 Proposers 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 Proposer 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 proposer must submit EBE Forms 1, 1A, and 2, and Letters of EBE Certification with its SOQ.

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.

REQUEST FOR QUALIFICATIONS

**FOR THE FOLLOWING PROJECT
DBE/ACDBE/SBE AND TITLE VI CONSULTING SERVICES
FOR THE
BATON ROUGE METROPOLITAN AIRPORT**



Solicitation No: 2024-13-0910

RFQ Opening Date: December 17, 2024 at 2:00 pm

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

NOTE TO PROPOSERS:

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

<i>TABLE OF CONTENTS</i>

PART I – ADMINISTRATIVE AND GENERAL INFORMATION	8
1.1 Background.....	8
1.1.1 Purpose.....	8
1.1.2 Goals and Objectives	8
1.2 Definitions.....	9
1.3 Schedule of Events.....	9
1.4 SOQ Submittal.....	9
1.5 SOQ Response Format.....	10
1.5.1 Number of Response Copies.....	12
1.5.2 Legibility/Clarity.....	13
1.6 Confidential Information, Trade Secrets, and Proprietary Information.....	13
1.7 SOQ Clarifications Prior to Submittal	14
1.7.1 Pre- SOQ Conference	14
1.7.2 Proposer Inquiry Periods.....	14
1.8 Errors and Omissions in SOQ.....	15
1.9 SOQ Guarantee NOT REQUIRED FOR THIS RFQ	15
1.10 Performance Bond NOT REQUIRED FOR THIS RFQ	15
1.11 Changes, Addenda, Withdrawals.....	15
1.12 Withdrawal of SOQ	16
1.13 Material in the RFQ	16
1.14 Waiver of Administrative Informalities.....	16
1.15 SOQ Rejection	16
1.16 Ownership of SOQ.....	16
1.17 Cost of Offer Preparation.....	16
1.18 Non-negotiable Contract Terms.....	17

1.19 Taxes.....	17
1.20 SOQ Validity	17
1.21 Prime Consultant Responsibilities	17
1.21.1 Corporation Requirements	17
1.22 Use of Subcontractors	18
1.23 Written or Oral Discussions/Presentations	18
1.24 Acceptance of SOQ Content.....	18
1.25 Evaluation and Selection (see Part III Evaluation).....	18
1.26 Contract Negotiations	18
1.27 Contract Award and Execution.....	19
1.28 Notice of Intent to Award	19
1.29 Debriefings.....	19
1.30 Insurance Requirements.....	20
1.31 Subcontractor Insurance.....	20
1.32 Indemnification	20
1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFQ).....	20
1.34 Payment for Services	20
1.35 Termination.....	20
1.36 Assignment	21
1.37 No Guarantee of Quantities	21
1.38 Audit of Records	22
1.39 Civil Rights Compliance.....	22
1.40 Record Retention	22
1.41 Record Ownership	22
1.42 Content of Contract/Order of Precedence.....	22
1.43 Contract Changes	22
1.44 Substitution of Personnel	23
1.45 Governing Law	23
1.46 Claims or Controversies.....	23
1.47 Proposer’s Certification of OMB A-133 Compliance	24
PART II – SCOPE OF WORK/SERVICES.....	24
2.1 Scope of Work/Services.....	24
2.2 Period of Agreement	24
2.3 Payment.....	24
2.4 Location	24

PART III – EVALUATION25

 3.1 Socially and Economically Disadvantaged Business Enterprise (SEDBE) Initiative (Points).....309

PART IV – PERFORMANCE STANDARDS.....310

4.1 Performance Requirements.....310

4.2 Performance Measurement/Evaluation 31

31

 Part V – FEDERAL CLAUSES 31

 32

A..... Standard Workers Compensation – Full Worker’s Compensation statutory liability for the State of Louisiana with Employer’s Liability coverage in full compliance with Louisiana State Law.....63

B..... Commercial General Liability coverage shall be provided with limits of no less than One Million Dollars (\$1,000,000.00) for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if the coverages apply exclusively to this agreement.....63

ATTACHMENTS

- Attachment A – Scope of Work*
- Attachment B – Fair Chance Ordinance*
- Attachment C – H2B Workforce Requirements*
- Attachment D – SEDBE Forms/Procedures*
- Attachment E – Federal Clauses*
- Attachment F – Sample Contract*

REQUEST FOR QUALIFICATIONS
FOR
THE FOLLOWING PROJECT
DBE/ACDBE/SBE AND TITLE VI CONSULTING SERVICES
FOR THE
BATON ROUGE METROPOLITAN AIRPORT

RFQ Solicitation No. 2024-13-0910

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

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

1.1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain Statements of Qualifications (SOQ) as allowed by City of Baton Rouge/Parish of East Baton Rouge (City-Parish) governing state and federal statutes, ordinances, resolutions and policies from bona fide, qualified consulting firms. The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District desires to hire a qualified consulting firm to administer the Disadvantaged Business Enterprise (DBE), Airport Concession DBE, and Small Business Enterprise (SBE) programs at BTR, administration and management of Title VI Plan, and maintain compliance with all applicable Federal, State, and local laws.

1.1.2 Goals and Objectives

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District goal and objective is to enter into a contract with a consultant to provide the required services in a timely and efficient manner.

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.
- 7 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. Greater Baton Rouge Airport District – Entity which oversees the operations of the Baton Rouge Metropolitan Airport.
- H. State – The State of Louisiana.
- I. Department – Department for whom the solicitation is issued.
- J. Director – Director of Purchasing
- K. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- L. Discussions- For the purposes of this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit SOQ in response to this RFQ.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
1. <i>RFQ emailed to prospective proposers</i>	<i>November 18, 2024</i>
2. <i>Deadline to receive written inquiries</i>	<i>December 5, 2024 @ 5:00 PM</i>
3. <i>Deadline to answer written inquiries</i>	<i>December 10, 2024</i>
4. <i>Selection Committee Meets</i>	<i>January 9, 2025 at 2:00 pm local time</i>
5. <i>RFQ Opening Date (deadline for submitting SOQ)</i>	<i>December 17, 2024 at 2:00 pm local time</i>
6. <i>Oral discussions with proposers</i>	<i>To be scheduled if necessary</i>
7. <i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled (approx 2-4 weeks after # 5-6)</i>
8. <i>Contract Initiation</i>	<i>Approximately February 1, 2025</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 SOQ Submittal

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

All SOQ 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 SOQ Name: DBE/ACDBE/SBE AND TITLE VI CONSULTING SERVICES FOR THE BATON ROUGE METROPOLITAN AIRPORT

X Solicitation No. 2024-13-0910

X RFQ Opening Date & Time : December 17, 2024

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

SOQ 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
P.O. Box 1471
Baton Rouge, LA 70821

***Please note this P.O. Box is not checked daily.**

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 SOQ delivery.

Proposer is solely responsible for the timely delivery of its SOQ. Failure to meet the SOQ opening date and time shall result in rejection of the SOQ.

SOQ SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING SOQ SHALL BE IDENTIFIED ALOUD.

1.5 SOQ Response Format

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

Submissions must be printable on 8 ½ “ x 11” paper bound on the long side.

Submissions may not exceed 20 single sided pages of text and/or images, excluding a cover page and table of contents.

All Contents narrative and information drafted and provided by a Submitter).

- A. **Cover Letter:** Containing summary of Proposer’s ability to perform the services described in the RFQ 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 SOQ, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the SOQ must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a SOQ 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.

A declarative statement as to whether the Submitter or any member of the Submitter’s Team has an open dispute with the City or Parish or is involved in any litigation associated with work in progress or completed in to the private and public sector during the past five (5) years.

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

Each Section of the RFP must be tabbed and labelled.

- 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. **Organizational Structure:** The Submitter’s Organizational Structure Section of the Proposal should include:

The Submitter's Organizational Chart either graphically or in narrative format. The Organizational Chart and narrative should provide a description of the Submitters' views on how it will organizationally complete the scope of the proposed contract, as well as depict the relationships and reporting structure of its key personnel.

The names of proposed personnel for each major function on the chart.

Details of the qualifications of proposed personnel for each major function on the chart.

Noting that following completion of negotiations with the Airport, the Submitter may not change any of the key members, without the written consent of the Airport.

Team Qualifications:

Submitters must provide that it has the personnel with experience, capabilities, and expertise in:

- Establishing and maintaining Disadvantaged Business Enterprise (DBE), Airport Concession DBE, and Small Business Enterprise (SBE) programs
- Recent experience in airport or aviation related projects.
- Contracts of similar scope.
- Knowledge and experience with the Federal Aviation Administration (FAA) and its policies, procedures, and regulations.
- Knowledge and experience with Louisiana Unified Certification Program (LAUCP).
- Any and all other matters that will establish ability to perform the scope of work and meet the evaluation criteria of this RFQ.

Conceptual Submittal: Submitter is required to provide a detailed narrative describing how it intends to provide the services sought under this RFQ, specifically the administration of the Disadvantaged Business Enterprise (DBE), Airport Concession DBE, and Small Business Enterprise (SBE) programs at BTR, and maintain compliance with all applicable Federal, State, and local laws.

Prior Contracts: Submitter shall provide a list of the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed by the consultant. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the contract fee; (d) the current status of the project; and (e) the estimated completion date of the contract.

E. **RFQ Compliance:** Illustrating and describing compliance with the RFQ requirements.

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

1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed original response. Five (5) additional copies of the SOQ should be provided, as well as one (1) electronic copy on a CD or USB flash drive, and one (1) redacted copy of the Vendor's

SOQ. The first page of the original SOQ should be marked “Original”, and the first page of the copies should be marked “Copy” (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFQ 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. SOQ prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFQ is also desired. Each Proposer is solely responsible for the accuracy and completeness of its SOQ.

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 SOQ. Any SOQ 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 SOQ. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the SOQ 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 SOQ with the following legend, specifying the specific section(s) of his SOQ sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the SOQ 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 SOQ, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

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 the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

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

If your SOQ contains confidential information, you should also submit a redacted copy along with your SOQ. 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 SOQ Clarifications Prior to Submittal

1.7.1 Pre- SOQ Conference

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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 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.

The City-Parish 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. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth SOQ review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish'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/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all SOQ 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. 1.4.6) 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

SOQ may be submitted as specified herein. Protests with regard to the specification documents will not be considered after SOQ are opened.

*Note: The City-Parish 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/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish 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-Parish. 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
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826 or P.O. Box 1471
Baton Rouge, LA 70802 Baton Rouge, LA 70821

E-Mail: 0910AirportDBEconsult@brla.gov Phone: (225) 389-3259 / Fax: (225) 389-4841

1.8 Errors and Omissions in SOQ

The City-Parish will not be liable for any error in the SOQ. Proposer will not be allowed to alter SOQ documents after the deadline for SOQ submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in SOQ by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 SOQ Guarantee NOT REQUIRED FOR THIS RFQ

1.10 Performance Bond NOT REQUIRED FOR THIS RFQ

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFQ at any time. The City-Parish also reserves the right to cancel or reissue the RFQ.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the SOQ opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant SOQ section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the SOQ.

1.12 Withdrawal of SOQ

A proposer may withdraw a SOQ that has been submitted at any time up to the SOQ 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 RFQ

SOQ shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFQ.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any SOQ.

1.15 SOQ Rejection

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

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

1.16 Ownership of SOQ

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

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective proposers or consultants prior to issuance of or entering into a Contract. Costs associated with developing the SOQ, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFQ are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

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 the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

1.20 SOQ Validity

All SOQ shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its SOQ response. However, the City-Parish reserves the right to reject a SOQ if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its SOQ.

1.21 Prime Consultant Responsibilities

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

1.21.1 Corporation Requirements

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant 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 consultant is a for-profit corporation whose stock is not publicly traded, the consultant 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 City-Parish, 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

Each consultant shall serve as the single prime consultant for all work performed pursuant to its contract. That prime consultant shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a SOQ in response to this RFQ, which identifies subcontract(s) with others, provided that the prime consultant 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 consultants are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their SOQ a description of plans for minority participation under this Contract as suppliers or subcontractors.

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

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit SOQ determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the SOQ 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 understanding of any or all of the SOQ submitted. Neither negotiations nor changes to vendor SOQ will be allowed during these discussions. SOQ may be accepted without such discussions.

1.24 Acceptance of SOQ Content

The mandatory RFQ 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 SOQ.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose SOQ is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that SOQ 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 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 SOQ submitted based on the initial offers received.

The RFQ, any addendums, and the SOQ of the selected consultant 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 RFQ. The proposer needs to address the specific language in the sample contract (Attachment E) and submit with their SOQ 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 or Proposers whose SOQ, conforming to the RFQ, 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, 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 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@brla.gov to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own SOQ 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.

1.30 Insurance Requirements

Consultant shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFQ. 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.

1.31 Subcontractor Insurance

The consultant shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the consultant/

1.32 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 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.

1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFQ)

1.34 Payment for Services

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

1.35 Termination

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

The consultant 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 consultant shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 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 consultant of such termination or negotiating with the consultant an effective date.

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

1.35.3 Termination for Lack of Appropriated Funds – Should the RFQ result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the 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 RFQ 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.

1.36 Assignment

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

1.37 No Guarantee of Quantities

The quantities referenced in the RFQ are used to evaluate the financial SOQ. The right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the SOQ.

Neither the 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.

1.38 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.

1.39 Civil Rights Compliance

The consultant 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 consultant 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.

1.40 Record Retention

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

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by consultant 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 consultant to City-Parish, at consultant's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ 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 consultant change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

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

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

1.45 Governing Law

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

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.

1.46 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 SOQ 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.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any SOQ 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

2.1 Scope of Work/Services

Refer to Attachment A.

2.2 Period of Agreement

This contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue through the calendar year. For the purposes of this RFQ, the anticipated Notice to Proceed is February 1, 2025. This contract will have the option of 2 annual renewals for calendar years 2026, and 2027 in accordance with the original pricing, terms and conditions contained within the original mutual agreement.

2.3 Payment

All work performed shall be paid within 30 days upon submission and approval of a fully executed invoice at the pricing agreed upon within the contractual agreement and as stated in the Proposal.

2.4 Location

The work is located at the Baton Rouge Metropolitan Airport.

2.5 SOQ Elements

2.5.1 Financial

Consultant shall perform tasks as indicated within the proposal.

2.5.2 Technical

- a. Proposer Qualifications:** Proposer shall be experienced in the scope of work defined in this RFQ. The Proposer shall demonstrate its qualifications in the SOQ with a summary of its commercial history, resumes of team members associated with the project, and a statement that it is capable of meeting the goals and objectives of the program.
- b. Proposer References:** Proposer shall supply a list of references of programs with a similar scope of service as outlined herein. References must demonstrate the proposer's experience with the various types of consulting services that will be part of this contract.

PART III – EVALUATION

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

EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS AND SELECTION PROCESS

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

- Capability to perform all or most of the services required for the scope of work.
- Experience with establishing and maintaining Disadvantaged Business Enterprise (DBE), Airport Concession Disadvantaged Business Enterprise (ACDBE), and Small Business Enterprise (SBE) programs
- Experience with the administration and management of Title VI requirements and associated Community Participation Plan
- Recent experience in airport or aviation related projects.
- Knowledge and experience with the Federal Aviation Administration (FAA) and its policies, procedures, and regulations.
- Knowledge and experience with Louisiana Unified Certification Program (LAUCP)

- Recent experience with similar or other projects comparable to the proposed scope of work.
- Reputation for personal and professional integrity and competence.
- Key personnel's professional background, caliber, and availability for the proposed project.
- Current workload.
- Demonstrated ability to meet schedules and deadlines.
- Capability to complete projects without having major cost escalation or overruns.
- Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.
- Quality of projects previously undertaken.
- Familiarity with the proximity to the geographic location of the Airport.
- Capability of a branch office to perform independently of the home office when being considered or conversely, its capability to obtain necessary support from the home office.
- Degree of interest shown in undertaking the project.
- Demonstration of an understanding of the project's potential problems and the Airport's special concerns.
- Knowledge of Federal, State, and City/Parish regulations, policies, and procedures.

D. SELECTION PROCESS

The contract for this project will be awarded through a qualifications-based selection process. This process shall consist of evaluation of the Statement of Qualifications. All statements of qualifications will be reviewed by a "Selection Committee". From the submitted Statement of Qualifications, one finalist will be selected. The selected consultant will then work with the Airport Administration in developing a detailed scope of work and start contract negotiations. After successful contract negotiations, the selected firm may be presented to the Greater Baton Rouge Airport Commission and City-Parish Metropolitan Council for authorization to enter into a contract for this project, if necessary.

The selection process shall be as follows:

1. Each member of the Selection Committee shall independently evaluate

each statement of qualification submitted for this project in accordance with the aforementioned general criteria.

2. Based upon each member's evaluation of the RFQ submittals, each member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each consultant prior to the meeting of the Selection Committee in order to establish up to five (5) of their top firms from the list of firms under consideration.

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

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

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

4. The score of all firms shall then be totaled and up to the top three (3) highest ranking firms shall then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms shall be considered in the subsequent rounds as well.

5. On the second ballot, each member of the Selection Committee shall then vote for only one (1) firm from the list of the top three (3) highest ranking firms. For a firm to be selected it must receive a simple majority of the votes being cast by the Selection Committee members voting.

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

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

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

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

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

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

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

**Selection Committee
Score Card**

SCORECARD FACTORS	Weight/Pts
Max	
Total Pts	
Firm/Team Qualifications and Experience	<u>1-25 pts</u>
	25
<ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources. • Primary focus should be on Prime Consultants Experience however the other team members must be considered. 	
Key Personnel Qualifications and Experience	<u>1-25 pts</u>
	50
<ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • Knowledge and experience with the DBE/ACDBE/SBE Programs • Knowledge and experience with the LAUCP • Knowledge and experience with Title VI and Community Participation Plans 	
Local Project Experience	<u>1-10 pts</u>
	60
<ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with the User Agency's, City, State, and Federal criteria, codes, policies, procedures, and standards to successfully facilitate the program. 	
Proposal/Understanding	<u>1-15 pts</u>
	75
<ul style="list-style-type: none"> • Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. 	
Compatibility (firm size related to project magnitude)	<u>1-10 pts</u>
	85
<ul style="list-style-type: none"> • Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firms current workload. • Number and size of projects currently under contract must be considered in relation to available Staff. 	
Firm/Team Office Location Where Work Is To Be Performed	<u>1.5 pts</u>
	90
<ul style="list-style-type: none"> • <u>Qualified</u> firms that maintain an office in East Baton Rouge Parish, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms. 	
Past Performance and Other Special Considerations	<u>1-10 pts</u>
	100
<ul style="list-style-type: none"> • Selection committee members shall independently evaluate each firm considering any past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work. 	

3.1 Socially and Economically Disadvantaged Business Enterprise (SEDBE) Initiative (Points)

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

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise Program (“the Program”) is made part of this contract and incorporated hereto as if copied in extensor. Bidders, Respondents, and Proposers must comply with the Program. Copies of these documents are available upon request from City of Baton Rouge and Parish of East Baton Rouge (“City-Parish”) Purchasing Division, 222 St. Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802. For questions or clarification about the Program, please contact the SEDBE Liaison Officer at the Purchasing Division, at (225) 389-3259.

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.

Proposers 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.

The City-Parish may set project goals on a project specific basis as noted on the Public Notice to Proposers. Proposers are encouraged to exceed these goals.

If a Proposer 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. Failure to obtain an EBE shall not be a determining factor for awarding a contract.

In conjunction with the RFQ scoring (10 points maximum), the City has established a minimum EBE goal of 15% of the contract amount. The complete requirements of the “Disadvantaged Business Enterprise Inclusion” are included in Attachment D.

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.

See Attachment D for SEDBE Form and Procedures

PART IV – PERFORMANCE STANDARDS

4.1 Performance Requirements

A. Laws to be Observed: The consultant shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. Consultant shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

B. Right to Audit: The City-Parish shall have the right to audit the books and records of the consultant during the hours of the normal workday. Consultant shall maintain his financial records for this work for three years after completion of this contract.

C. Personal Liability of Public Officials: In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of the City-Parish.

D. Contract Dollar Amount: Expenditures for work which consultant claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

4.2 Performance Measurement/Evaluation

A. Authority of Department Representative: The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant.

Decisions made will be final, and he will have executive authority to enforce and make effective his decisions and orders that the consultant fails to carry out promptly.

B. Subletting or Assigning of Contract: The consultant shall not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Department representative. No subcontract will, in any case, relieve the consultant of his responsibility under the Contract. The consultant shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the consultant of any responsibility for the fulfillment of the Contract.

C. Workmen and Equipment: Any person employed by the consultant or a subcontractor who, in the opinion of the Department representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall be removed from performing work outlined in this scope of work at the written request of the Department representative.

D. Temporary Suspension of Work: The Department representative shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary. Notice of such suspension with the reason therefore shall be given the consultant in writing. The consultant shall not suspend work without written authority of the Department representative.

E. Failure to Perform or Complete on Time: Should the consultant fail to mobilize within the timeframes specified or fails to complete the work authorized in an acceptable manner and within the time limits specified, the Owner reserves the right to complete the work through other means upon 24-hour notification. Failure of consultant to mobilize on time or failure to complete the work in an acceptable manner and on time for more than three (3) occasions over an annual contract period, shall result in the consultant being placed in default and cancellation of the Contract.

Part V – FEDERAL CLAUSES

See Attachment E

ATTACHMENT A SCOPE OF SERVICES

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

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District desires to hire a qualified consulting firm to administer the Disadvantaged Business Enterprise (DBE), Airport Concession DBE, and Small Business Enterprise (SBE) programs at BTR, and maintain compliance with all applicable Federal, State, and local laws.

The Baton Rouge Metropolitan Airport (BTR) strives to make it a priority to include small, minority and women owned businesses when seeking goods and services for its daily operation. As such, Disadvantaged Business Enterprise (DBE), Airport Concession DBE, and Small Business Enterprise (SBE) programs have been implemented by BTR in support of this mission.

- **Disadvantaged Business Enterprise (DBE) Program**
 - BTR has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations Part 26. BTR receives federal financial assistance from the USDOT and as a condition of receiving this assistance, BTR has signed an assurance that it will comply with 49 CFR Part 26.
 - The purpose of this program is to provide for the inclusion of minority and women owned small businesses certified as a DBE on federally funded contracts at BTR, including contracts for construction and professional services.

- **Airport Concession DBE (ACDBE) Program**
 - BTR, in accordance with 49 CFR Part 23, also provides a program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBE) in concession related contracting opportunities.
 - The purpose of this program is to provide for the inclusion of minority and women owned small businesses certified as a DBE on airport concession contracts at BTR, including but not limited to food and beverage services, news & gifts, and rental cars. Separate goals are established for car and non-car rental concessions.

- **Small Business Enterprise (SBE) Program**
 - BTR's Small Business Enterprise (SBE) program is a race and gender-neutral program that encourages economic growth for local small businesses by

providing opportunities to compete for all or portions of BTR contract awards. The SBE program endeavors to create greater access for SBEs to participate as primes as well as subcontractors on non-federally funded projects, contracts and purchases.

- This program allows the BTR to create small business set-asides on projects that are “appropriately sized” for small businesses in the Baton Rouge market area to perform services as needed.

- **Title VI & Community Participation Plan**

- BTR’s Title VI Plan assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. BTR further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. The Title VI plan also prohibits retaliation for asserting or otherwise participating in claims of discrimination.
- BTR’s Title VI Plan requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport.
- BTR’s Community Participation Plan is provided in accordance with the Title VI Plan and ensures that stakeholders or communities affected by projects or operations can be informed and participate and have their input thoughtfully considered in the key stages during airport planning efforts, regardless of their race, color, national origin, sex, sexual orientation, gender identity, creed, age, or disability

Scope of Responsibilities

- **Administration of DBE, ACDBE and SBE Programs**

- Consultant shall establish, monitor and revise as necessary the applicable DBE, ACDBE and SBE programs. Consultant will also ensure that the overall programs established/revised are approved by the FAA.

- **Development of DBE, ACDBE and SBE Overall Goals**

- Consultant shall set, establish and monitor the applicable Airport DBE and SBE participation goals. Consultant will also ensure that the overall goal established is approved by the FAA.
- Consultant shall set, establish and monitor the applicable ACDBE program goal. Consultant will also ensure that the ACDBE goal established is approved by the FAA for both Car Rental and Non-Car Rental Concessions.

- **Development of Contract Goals**

- Consultant shall work and coordinate with BTR or its Program Manager prior to the solicitation of any federally funded project to determine if the DBE program is applicable and to set individual contract goals based on the scope of the work, availability of the DBE firms and total firms in the market area to perform the required work.
- Consultant shall work and coordinate with BTR or its Program Manager prior to any airport concessions opportunity to determine if the ACDBE program is applicable and to set individual contract goals based on the scope of the work, availability of the ACDBE firms and total firms in the market area to perform the required work.
- Consultant shall appear at any pre-bid or pre-solicitation meeting to explain the goal established for a particular project and to explain the process and forms necessary to meet to the goals and requirements of BTR's program.
- **Submittal Reviews**
 - Consultant shall review bids, statement of qualifications, and/or proposals received in response to any solicitation for work under a federally funded project. Consultant shall review the responses for compliance with the requirements of the DBE programs and make recommendations to the Airport or its Program Manager as to responsiveness. In addition to ensuring that the respondents completed the required documentation, Consultant shall also verify that the DBE firms proposed to perform work are properly certified with the Louisiana Unified Certification Program (LAUCP) in accordance with current guidelines and to the online database (LAUCP.org)
 - Consultant shall review bids, statement of qualifications, and/or proposals received in response to any solicitation for an airport concessions opportunity. Consultant shall review the responses for compliance with the requirements of the ACDBE programs and make recommendations to the Airport or its Program Manager as to responsiveness. In addition to ensuring that the respondents completed the required documentation, Consultant shall also verify that the ACDBE firms proposed to perform work are properly certified.
- **Monitoring of Contract Accomplishments**
 - Contractors submit DBE reporting forms with each monthly invoice. Consultant shall monitor compliance and accomplishments throughout the project, including but not limited to supplemental agreements, change orders, substitutions of subcontractors, prompt payment claims, and prime or subcontractor grievances.
 - Concessionaires shall submit ACDBE reporting forms on a quarterly basis to consultant. Consultant shall monitor compliance and track attainment throughout the agreement and provide support and assistance when needed to improve efforts and participation.
- **Reporting**

- Consultant shall prepare and submit quarterly attainment reports to the BTR outlining each program's (DBE; ACDBE; SBE) performance and overall attainment toward the respective goals set.
- Consultant shall prepare annual reports and submit them on behalf of the BTR through FAA Civil Rights Connect Portal. Consultant will also ensure that the submitted annual reports are approved by the FAA.
- **Legislation and Regulations**
 - Consultant shall monitor changes to the local procurement regulations, state public bid law, and the federal laws and regulations to assess the impact, if any, to the BTR's DBE, ACDBE, and SBE Programs. Consultant shall inform the BTR of these impacts and shall make recommendations when necessary. Consultant shall work to make revisions to any affected programs where applicable.
- **Outreach**
 - Consultant may be asked to assist in the planning and execution of BTR's Annual Business Opportunities Workshop. This event provides an opportunity for BTR to showcase upcoming opportunities, its small business initiative, and also creates a networking opportunity for DBE, ACDBE and non- DBE firms interested in doing work for BTR.
- **Administration and Oversight of Title VI and Community Participation Plans**
 - Oversee the intake, investigation, and resolution of any complaints or grievances related to Title VI, ensuring timely and thorough responses. Maintain records of complaints, including actions taken and outcomes, and provide reports as required to BTR and FAA.
 - Ensure BTR, tenants, contractors, and concessionaires are in full compliance with BTR's Title VI Plan and FAA's Title VI requirements. This includes obtaining and maintaining nondiscrimination assurances and conducting regular reviews to verify adherence to federal and airport specific requirements.
 - Manage and evaluate the effectiveness of the established Community Participation Plan, ensuring inclusive outreach and engagement with affected communities.
 - Facilitate public input processes during key stages of airport planning, ensuring transparency and responsiveness to stakeholder concerns.
 - Make revisions as necessary and ensure submitted revisions are approved by the FAA.

The contract will be administered by the Greater Baton Rouge Airport District. A more detailed scope of services will be developed during the fee negotiation process, which will occur directly after selection.

IMPORTANT DEADLINES AND DATES

Date	Time	Action
November 18, 2024	N/A	First Advertisement and Release of RFQ to Public
December 5, 2024	5:00 PM	Last Day for Written Inquiries
December 10, 2024	N/A	Anticipated Date that answers to written Inquiries shall be released
December 17, 2024	2:00 PM	Request of Qualifications Submission Deadline
January 9, 2025	2:00 p.m.	Selection Committee Meets to select consultant
TBD		Negotiations of Contract Completed
February 1, 2025		Anticipated Commencement of Contract

**ATTACHMENT B
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)

ATTACHMENT C

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.

2 CFR Requirement Small Minority and Women's Businesses

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

- [Asian Chamber of Commerce Louisiana](#)
- [Hispanic Chamber of Commerce Louisiana](#)
- [Southern Region Minority Supplier Development Council](#)
- [Strategic Action Council](#)
- [Vietnamese Initiatives in Economic Training](#)
- [Urban League of Louisiana](#)
- [Women's Business and Enterprise Council](#)
- [Louisiana Chamber of Commerce Foundation](#)
- [National Association of Women Business Owners](#)

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

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

- Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- 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.

ATTACHMENT D

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 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: _____

**ATTACHMENT E
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.
 1. 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.
 - b. 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.
 - c. 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.

- e. 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.
 - f. 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.

ATTACHMENT F
CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“Agreement”) is entered into by and between the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District (“Airport”) and _____ (“Consultant”) who both hereby in consideration of the mutual covenants of this Agreement agrees as follows:

1. Scope of Services

The Consultant shall provide _____ more fully described in the attached Exhibit “A”.

The City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District may from time to time request changes in the scope of the Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultants compensation which may be mutually agreed upon by the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District and Consultant shall be incorporated in written amendments to this Contract.

2. Term

The Contract for Professional Services shall be made effective on January 1, 2018 and shall end on December 31, 2020. Consultant and Airport may mutually agree to extend this professional services contract for up to two (2) one (1) year options.

3. Billings, Compensation and Status

Consultant acknowledges that it is an independent consultant and is responsible for all project related taxes and there shall be no withholding of taxes by the Airport. The Consultant understands, acknowledges and Consultant agrees that none of its employees shall be an employee of the Airport and that none of its employees shall have, be entitled to or receive any of the benefits afforded to the employees of the Airport.

The fees for professional services under the above scope of services is not to exceed \$ _____. Consultant will bill the Airport on a monthly basis. Each invoice shall set forth the nature of work performed. The fee schedule for the services of the consultant is set forth in **Exhibit B**.

Consultant’s statements are due and payable upon receipt, and shall be paid in full within thirty (30) days of the statement date. Consultant reserves the right to cease representation if a statement remains outstanding for more than one hundred twenty (120) days.

4. Progress Reports and Notices

Consultant shall provide progress reports and final reports to the Director of Aviation as needed but no less than quarterly and upon request.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery by certified mail, postage prepaid, or recognized overnight delivery services.

If to Consultant: **NAME AND ADDRESS HERE**

If to City of Baton Rouge/Parish of East Baton Rouge
On behalf of the Greater Baton Rouge Airport District:

Mike Edwards, Director of Aviation
Greater Baton Rouge Airport District
9430 Jackie Cochran Drive
Baton Rouge, LA 70807

5. Final Agreement

This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

6. Ownership of Documents

The Airport shall own any and all documents, research, plans and files of any nature whatsoever utilized in connection with the performance of services under this contract. All such records shall be available for copying or inspection by the Airport upon request to do so.

7. Termination

Either party may terminate this contract by giving thirty (30) days advance written notice by certified mail to the address shown above or to the last known address of the other party. In the event of the termination, Airport will be liable to Consultant for only those services that have been rendered prior to the date of mailing of such notice.

- A. In the event of termination of any or all of the work provided for under this contract, the Consultant shall be paid a proportionate part of the fee for the work and services actually completed as of the date of termination.
- B. In the event the Consultant shall fail to perform the work within the time herein provided Airport may, at its sole option, consider the services of the said Consultant terminated, and, upon written notice thereof by certified mail to the Consultant of such termination, shall not be liable for payment for Professional Services submitted after the date; provided, however that upon application by the Consultant, Airport in the event of extenuating circumstances, may, at its sole discretion, expressly grant in writing an extension of time to the Consultant.

8. Right to Audit

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

9. Independent Contractor Obligation

Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to it as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

10. Indemnity

Consultant agrees and stipulates that it shall indemnify and hold the Airport, its agents, employees and representatives free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expenses relating to the defense of any

such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Consultant or sub-consultant to the extent due to any negligent act, error or omission of Consultant, Consultant's, agents, representatives, employees or sub-consultant's.

11. Insurance

The Consultant and its sub-consultants shall procure and keep in effect at all times during the term of this Contract insurance in accordance with this subsection of the Contract.

Consultant shall cause certificates of insurance(s) or if requested, certified copies of any insurance policy(s) or endorsement(s) to be furnished to Airport. Any insurance provided by Consultant, shall be provided by policies issued by a company or companies of sound and adequate financial responsibility of no less than an A- rating according to the Best's Key Rating Guide and which are approved by the District and/or the City of Baton Rouge and Parish of East Baton Rouge and licensed to do business in Louisiana.

Consultant and its sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work.

- A. Standard Workers Compensation – Full Worker's Compensation statutory liability for the State of Louisiana with Employer's Liability coverage in full compliance with Louisiana State Law.
- B. Commercial General Liability coverage shall be provided with limits of no less than One Million Dollars (\$1,000,000.00) for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if the coverages apply exclusively to this agreement.
- C. Automobile Liability coverage shall be provided with limits of not less than One Million (\$1,000,000.00) for any one occurrence. Coverages are to include all owned, hired and non-owned automobiles.

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

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

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

Consultant's insurance certificate(s), policy(s), endorsement(s) shall be filed with the City Parish-Purchasing Division for approval by the time of the execution of the Agreement by Consultant, but in any event not later than fifteen (15) calendar days after receipt of notification of award, and prior to beginning any work under this contract."

12. No Cross Claim Exclusion

Any insurance provided by Consultant or sub-consultant shall not include any term, provision, exclusion or endorsement which in any way excludes or diminishes coverage on any claims made by Airport against Consultant or sub-consultant.

13. Anti-Kickback

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

14. Nondiscrimination

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

15. Assignment

Consultant shall not assign or transfer any interest whatsoever without the written consent of the Airport.

16. Severability

If any provision herein or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the contract and application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions of this contract being severable in any such instance.

17. Venue and Jurisdiction

Airport and Consultant agree and stipulate that the exclusive venue and jurisdiction for any action arising from this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

18. Resolution

In the event consultant is a corporation, or a partnership, or a limited liability company, then a resolution or certificate of authority shall be attached to this contract as indicating the authority of the person executing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their

respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES

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

BY _____
Sharon Weston Broome
Mayor-President

Date: _____

{consultant name}

BY _____
{Name of Authorized Signature}
(Title of Authorized Signature)

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)

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.

3 CFR Requirement Small Minority and Women's Businesses

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

- [Asian Chamber of Commerce Louisiana](#)
- [Hispanic Chamber of Commerce Louisiana](#)
- [Southern Region Minority Supplier Development Council](#)
- [Strategic Action Council](#)
- [Vietnamese Initiatives in Economic Training](#)
- [Urban League of Louisiana](#)
- [Women's Business and Enterprise Council](#)
- [Louisiana Chamber of Commerce Foundation](#)
- [National Association of Women Business Owners](#)

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

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

- Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- Affirmative steps must include:
 - 6) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 7) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8) 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;
 - 9) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 10) 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.

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.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

- P. 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.
- Q. 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.
- R. Making efforts to assist interested EBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- S. Making efforts to assist interested EBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- T. 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
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)**

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.

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.

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 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:

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

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

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

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

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

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

4. **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.

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

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

- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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 CITY-PARISH, 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.

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.

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-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.

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.

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).

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.

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.

12. **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 sub awards 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.

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):

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

1. **Use of Funds.** The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** The Service Provider 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 Service Provider in order to conduct audits or other investigations.

Records shall be maintained by the Service Provider 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 Service Provider 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 Service Provider.
8. **Conflicts of Interest.** The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Service Provider 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 Service Provider'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 Service Provider 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 Service Provider 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 the City-Parish of East Baton Rouge by the U.S. Department of the Treasury."

14. **Debts Owed the Federal Government.**
 - a. Any funds paid to the Service Provider (1) in excess of the amount to which the Service Provider 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 Service Provider shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by the Service Provider. 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 Service Provider 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 Service Provider or third persons for the actions of the Service Provider 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 Service Provider does not in any way establish an agency relationship between the United States and the Service Provider.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, the Service Provider 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 Service Provider , or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. The Service Provider 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 Service Provider should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and the Service Provider 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 Service Provider should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and the Service Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Equal Employment Opportunity.** During the performance of this contract, the Service Provider agrees as follows:
- a. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider 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 Service Provider 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 Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, 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 Service Provider 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 Service Provider's legal duty to furnish information.
 - d. The Service Provider 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 Service Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Service Provider's 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 Service Provider's 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 Service Provider'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 Service Provider 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 Service Provider 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 sub or vendor. The Service Provider 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:
- i. Provided, however, that in the event a Service Provider becomes involved in, or is threatened with, litigation with a sub or vendor as a result of such direction by the administering agency, The Service Provider 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 Service Providers, 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 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 Service Provider's, 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 Service Provider 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 Service Provider shall maintain documentation which demonstrates compliance with the 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 Service Provider 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 Service Provider or subcontractor 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 Service Provider and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Service Providers and subcontractors 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 Service Provider or subcontractor under any such contract or any other Federal contract with the same prime , or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime , such sums as may be determined to be necessary to satisfy any liabilities of such or sub for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- d. Subcontracts. The Service Provider 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 subs to include these clauses in any lower tier subcontracts. The prime contractor (Service Provider) shall be responsible for compliance by any sub or lower tier sub 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider is required to verify that none of The Service Provider'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 Service Provider 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 Service Provider 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 the Service Provider 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 Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

24. **Byrd Anti-Lobbying Act.** Service Provider's 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 Service Provider's will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Service Provider's 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 Service Provider's 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 sub to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give the Service Provider written notice specifying the Service Provider'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 Service Provider.

Upon termination for cause or convenience, The Service Provider 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 Service Provider shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the Service Provider's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Service Provider's services.

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

- (i) elect to have the Service Providers re-perform or cause to be re-performed at the Service Provider'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 Service Provider from any amounts due to the Service Provider; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.
- (iv)

30. **Energy Policy and Conservation Act:** The Service Provider 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 subs to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any sub or lower tier sub 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, , or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Service Provider acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of the Service Provider 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 Service Provider 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 s, vendors or suppliers. In the event of a Force Majeure Event, the Service Provider shall receive an equitable adjustment extending the Service Provider's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to the Service Provider's compensation sufficient to account for any increased cost in performance or loss or damage suffered by the Service Provider.

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

_____ **BY:** _____
(Authorized Signature, printed name)

Date: _____