

VOUCHER # 2024-16-4010

**TO BE PUBLISHED – LEGAL
January 15, 2025; January 22, 2025 and January 29, 2025**

**PROPOSALS TO BE OPENED:
April 8, 2025, 2:00 PM CST**

**THE ADVOCATE
BATON ROUGE, LOUISIANA**

NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by City of Baton Rouge and the Parish of East Baton Rouge until 2:00 PM local time on April 8, 2025 in Room 826 of City Hall, 222 Saint Louis Street, Baton Rouge, Louisiana 70802 for:

**Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project
RFP Solicitation No.:2024-16-4010**

Copies of the Request for Proposal may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centrauctionhouse.com>) or by email request to: 4010RiverCtrExpansion@brla.gov.

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

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

The deadline for receiving written inquiries is February 11, 2025 at 5:00 PM CST.

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

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

Join by phone:

+1-408-418-9388 United States Toll

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

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

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

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

+1-469-210-7159 United States Toll (Denver) +1-720-650-

7664 United States Toll (Jacksonville) +1-904-900-2303

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

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

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

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

For this project the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 25% of the contract amount. All Bidders shall achieve this goal or demonstrate good faith efforts to achieve the goal. Good faith efforts include meeting this EBE goal or providing documentation demonstrating that the Bidder made sufficient good faith efforts in attempting to meet this goal. Only EBE firms certified under the Parish SEDBE Certification Program at the time of submittal of the bid will count toward this EBE goal. To be considered responsive, the apparent low bidder must submit EBE Forms 1, 1A, and 2, and Letters of EBE Certification, as appropriate within 10 days after bid opening.

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

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

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

Request for Proposal



Solicitation No.: 2024-16-4010

Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project

RFP Opening Date: April 8, 2025 at 2:00 PM

City of Baton Rouge/Parish of East Baton Rouge

Issued January 15, 2025

NOTE TO PROPOSERS:

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

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	6
	1.1.1 Purpose	6
	1.1.2 Goals and Objectives	11
1.2	Definitions	11
1.3	Schedule of Events	12
1.4	Proposal Submittal	13
1.5	Proposal Response Format.....	14
	1.5.1 Number of Response Copies	17
	1.5.2 Legibility/Clarity	17
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	18
1.7	Proposal Clarifications Prior to Submittal.....	19
	1.7.1 Pre-proposal Conference	19
	1.7.2 Respondent Inquiry Period.....	19
1.8	Errors and Omissions in Proposal	20
1.9	Proposal Guarantee Not Required for this RFP	20
1.10	Performance Bond Not Required for this RFP	20
1.11	Changes, Addenda, Withdrawals	20
1.12	Withdrawal of Proposal	20
1.13	Material in the RFP.....	20
1.14	Waiver of Administrative Informalities.....	20
1.15	Proposal Rejection.....	20
1.16	Ownership of Proposal	22
1.17	Cost of Offer Preparation	22
1.18	Non-negotiable Contract Terms.....	22
1.19	Taxes	22
1.20	Proposal Validity	22
1.21	Prime Contractor Responsibilities	22
	1.21.1 Corporation Requirements	22
1.22	Use of Subcontractors.....	23
1.23	Written or Oral Discussions/Presentations.....	23
1.24	Acceptance of Proposal Content.....	23
1.25	Evaluation and Selection	23
1.26	Contract Negotiations	23
1.27	Contract Award and Execution	23
1.28	Notice of Intent to Award.....	24
1.29	Debriefings	24
1.30	Insurance Requirements	24
1.31	Subcontractor Insurance	25
1.32	Indemnification	25
1.33	Fidelity Bond Requirements Not Required for this RFP	25
1.34	Payment for Services	25
1.35	Termination	25
	1.35.1 Termination of this Agreement for Cause.....	25
	1.35.2 Termination of this Agreement for Convenience.....	25
	1.35.3 Termination for Lack of Appropriated Funds	26
1.36	Assignment	25
1.37	No Guarantee of Quantities	26
1.38	Audit of Records.....	26
1.39	Civil Rights Compliance.....	26
1.40	Record Retention	26
1.41	Record Ownership.....	26

1.42	Content of Contract/Order of Precedence	26
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PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.43	Contract Changes	26
1.44	Substitution of Personnel.....	27
1.45	Governing Law	27
1.46	Claims or Controversies	27
1.47	Proposer’s Certification of Debarment and Suspension Compliance	27
1.48	Non-Endorsement.....	27

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work/Services.....	28
2.2	Period of Agreement.....	28
2.3	Price Schedule	28
2.4	Deliverables.	28
2.5	Location	28
2.6	Proposal Elements	28
	2.6.1 Financial.....	28
	2.6.2 Technical.....	28

PART III. EVALUATION

3.1	Financial Proposal	30
3.2	Technical Proposal	31

PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements.....	33
4.2	Performance Measurement/Evaluation.....	33

ATTACHMENTS

A	Scope of Services	34
B	Proposal Form	60
B-1	Pricing Schedule	62
B-2	Proposer’s Organization.....	63
B-3	Corporate Resolution.....	64
B-4	Affidavit.....	65
C	Insurance Requirements	66
D	Federal Terms and Conditions.....	67
E	Sample Contract.....	79

REQUEST FOR PROPOSAL

Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project

RFP #2024-16-4010

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge and Parish of East Baton Rouge (City-Parish) of Louisiana, a consolidated government entity, is accepting written proposals from qualified vendors for the Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project. As the capital city of Louisiana, Baton Rouge is a vibrant and culturally rich community, located in the southeastern region of the state. Serving a population of over 450,000 people, the City-Parish is not only the most populous parish in Louisiana but also a central hub of diverse culture and historical significance. Home to an expansive medical corridor, impressive higher education institutions and many other major economic players, Baton Rouge is the economic engine of the state. The City-Parish's unique blend of backgrounds, coupled with its status as an economic and political center, results in a diverse array of public services and functions that require a robust and flexible workforce.

The City-Parish employs over 4,000 individuals (4,523 allotted positions) across numerous departments, categorized into 453 Classified, 88 Unclassified, 42 Fire, 26 Police, 9 Contract, and 7 Elected Official classifications. Its workforce spans a broad spectrum of roles, from public works and public safety positions in functions such as transportation, drainage, fire and police, to administrative and support roles in departments like Finance, Human Resources, Information Services, Airport and Library Services.

1.1.1 Purpose

The purpose of this Request for Proposal (“**RFP**”) is to obtain competitive proposals as allowed by the City of Baton Rouge, Parish of East Baton Rouge (“**City Parish**”) governing statutes, ordinances, resolutions and policies from bona fide, qualified respondents (“**Respondents**”) who are interested in serving as the City-Parish's Owner's Advisor to perform a scope of work in connection with the Project (set forth below) subject to the terms of this document.

The City-Parish is seeking a firm that can assist in the organization of a well-structured process to evaluate various facility alternatives. The purpose of this engagement is to assist the City-Parish in the evaluation of various alternatives and, if required to engage the services of other professional firms to support this effort as appropriate. The City-Parish will determine, with support of the selected firm, what additional resources may be required to meet the requirements of this assignment.

GENERAL: PROJECT: Redevelopment and expansion of the of River Center (i) arena (“**Arena**”) and (ii) convention, exhibition and meeting assets (“**Convention Assets**”) and development of new headquarters hotel (“**Headquarters Hotel**”).

- a. Lease of City-Parish property to a private master developer (“**Master Developer**”) for Public-private partnership to design-build- finance- own- operate- maintain the new Headquarters Hotel with the Master Developer at risk subject to approved contributions incentives; and

Lease of existing convention, exhibition and meeting assets by the City-Parish to the private Developer for design-renovation-financing programming-operations-maintenance with the Master Developer at risk subject to approved contributions and incentives.

LOCATION:

- a. City-Parish River Center (“**River Center**”) in Baton Rouge, Louisiana.
- b. The River Center site is as shown on **EXHIBIT “A”**: (“**Property**”)

OWNER: City of Baton Rouge/Parish of East Baton Rouge (“**City/Parish**”)

EXISTING RIVER CENTER FACILITIES

- a. River Center Arena (“**Arena**”)
 - The existing Arena column free floor area is approximately 30,000 square feet.
 - The capacity of the Arena is approximately 8,900 permanent seats and 1,500 removable seats

Challenges

There are numerous challenges to the Arena space cited by promoters that need to be addressed, including:

- (a) New seats in arena bowl although new retractable seats have been recently added;
- (b) Add premium seating options;
- (c) Renovating of interiors with a particular focus on lobbies and restrooms;
- (d) General exterior ingress and egress;
- (e) Improved loading dock conditions;
- (f) Better rigging points in the Arena;
- (g) Better food and beverage points of sale (currently losing \$50,000 to \$60,000 In sales for some events);
- (h) Creating a large food court and upgrading all concession areas;
- (i) Improving technology, bandwidth, electrical capacity and digital signage;
- (j) Improving lighting and sound system;
- (k) Improving vertical circulation;

- (l) More exit points of on/off the arena floor
- (m) Added storage space;
- (n) A minimum of four (4) enhanced dressing rooms;
- (o) Improved green rooms and hospitality areas;
- (p) More LED screens;
- (q) Add entrance/exist points to parking garages; and
- (r) Upgraded indoor and outdoor signage package
- (s) Add exterior flexiable event space.

b. Convention Center Assets

(1) Existing Convention Center Assets:

(a) Exhibit	70,000 square feet
(b) Ballroom	26,336 square feet
(c) Meeting	23,995 square feet
Total:	120,331 square feet

(2) Challenges:

- (a) Limited space;
- (b) Floor box refurbishment;
- (c) Improved lighting;
- (d) Added vertical circulation (escalators and passenger elevators);
- (e) Roof replacement; and
- (f) Renovated concession areas, and
- (g) Storage space for furniture and equipment is inadequate.

c. Structured Parking Assets

- (1) East Garage: 800 spaces
- (2) West Garage 500 spaces

Total: 1,300 spaces

RIVER CENTER 2023 EVENT AND FINANCIAL DATA

- a. When excluding arena events, total events totaled 103 across 148 event days and approximately 171,000 in attendance.
- b. Arena events are mostly comprised of concerts, assemblies, sporting events and public ice.
- c. These events accounted for approximately 50 percent of event revenues at the River Center in 2023.

River Center 2023 Event & Financial Data				
Event Type	Events	Event Days	Attendance	Revenues
Assembly	11	11	26,809	\$ 109,122
Banquet	15	15	13,173	\$ 191,348
Consumer Show	3	5	7,403	\$ 64,176
Concert	10	10	47,091	\$ 779,253
Convention	7	16	29,824	\$ 455,131
Entertainment	1	1	2,807	\$ 77,252
Family Show	2	6	14,109	\$ 57,007
Meeting	12	18	16,696	\$ 49,361
Sporting Event	25	31	68,340	\$ 1,118,509
Performing Arts	37	48	48,273	\$ 702,187
Public Ice	3	97	15,662	\$ 355,546
Mardi Gras Balls	11	11	17,702	\$ 219,022
Dance	15	29	25,828	\$ 241,748
Total	152	298	333,717	\$ 4,368,893

Source: ASM Global

River Center Historical Financials					
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Revenues					
Rental Income	\$ 1,442,087	\$ 657,293	\$ 1,089,200	\$ 2,011,209	\$ 2,310,188
Service Revenue (Net)	\$ (273,141)	\$ (121,663)	\$ (41,806)	\$ (512,894)	\$ (828,191)
Food & Beverage (Net)	\$ 881,002	\$ 324,682	\$ 358,185	\$ 1,129,023	\$ 1,385,701
Merchandise	\$ 59,619	\$ 4,497	\$ 25,432	\$ 48,230	\$ 21,700
Utilities	\$ 12,389	\$ 5,427	\$ 18,917	\$ 5,816	\$ 74,406
Ticket Rebates	\$ 139,532	\$ 83,012	\$ 204,387	\$ 676,427	\$ 823,160
Facility Fees	\$ 280,710	\$ 42,807	\$ 92,568	\$ 394,641	\$ 581,929
Advertising	\$ 519,960	\$ 521,163	\$ 489,484	\$ 601,790	\$ 967,024
Other Income	\$ 24,940	\$ 23,730	\$ 23,634	\$ 38,798	\$ 26,500
Total	\$ 3,087,098	\$ 1,540,948	\$ 2,260,001	\$ 4,393,040	\$ 5,362,417
Expenses					
Salaries & Benefits	\$ 2,081,641	\$ 1,170,986	\$ 1,202,928	\$ 1,707,712	\$ 2,191,657
Contracted Services	\$ 12,744	\$ 1,569	\$ -	\$ 21,843	\$ 37,714
General & Administrative	\$ 398,264	\$ 137,151	\$ 168,179	\$ 549,400	\$ 547,225
Operating Expenses	\$ 74,903	\$ 32,569	\$ 87,960	\$ 206,804	\$ 298,015
Repairs & Maintenance	\$ 146,844	\$ 143,968	\$ 138,946	\$ 413,302	\$ 239,117
Supplies	\$ 65,321	\$ 23,192	\$ 50,985	\$ 157,589	\$ 291,703
Insurance	\$ 177,275	\$ 120,116	\$ 114,725	\$ 218,208	\$ 244,720
Utilities	\$ 906,877	\$ 761,044	\$ 911,668	\$ 1,235,123	\$ 1,089,142
Other	\$ -	\$ 105,507	\$ -	\$ 4,603	\$ 4,759
Total	\$ 3,863,869	\$ 2,496,102	\$ 2,675,391	\$ 4,514,584	\$ 4,944,052
Net Income	\$ (776,771)	\$ (955,154)	\$ (415,390)	\$ (121,544)	\$ 418,365

Source: ASM Global

EXISTING DOWNTOWN HOTEL ROOMS

- a. Currently there are a total of approximately 850 walkable hotel rooms to the River Center. When the proposed \$200 million renovation to the newly named The Queen Baton Rouge riverboat casino hotel is completed in 2025, this will increase walkable rooms to approximately 1,100 rooms.

PROPOSED MODIFICATION

- a. **Headquarters Hotel.** It has been recommended that a minimum 350-400 room Headquarters Hotel be developed in downtown Baton Rouge. The hotel should include a Junior Ballroom and additional breakout space to complement renovated convention center assets. This hotel should be attached to the River Center and be a full-service hotel associated with one of the top brand families (e.g., Marriott; Hilton or Hyatt).
- b. **Expansion of the Convention Center Assets.** If a new Headquarters Hotel is developed the rest of the arena space could be used to develop a 40,000 square-foot flex hall or a 3,000 capacity entertainment venue. Taking into consideration the development of the new LSU Arena, it has been discussed that the existing River Center arena can be renovated or demolished in whole or in part to provide for the expanded Convention Center Assets.

- c. **Existing Ballroom Renovations.** It has been recommended that the existing ballroom should be renovated with installation of carpeting, new dividing airwalls, new lighting, upgraded wall treatments and other elegant décor. It is also recommended that the exhibit hall receive upgraded lighting, new paint and concession areas. Bathrooms should also be updated throughout the River Center along with any necessary A/V upgrades. Other major deferred maintenance items should also be addressed within the project scope. It is also recommended that the outdoor plaza be reimagined to better host outdoor public gatherings and events.
- d. **Meeting/Breakout Room Renovations.** The current breakout rooms built in 2005 and 2010 need new carpet, airways, lighting and upgraded audio/video technology.

1.1.2 Goals and Objectives

Goals of the Submission of Proposals

The City-Parish requests interested respondents (“**Respondents**”) to submit their proposal (“**Proposal**”) to serve as the owner’s advisor (“**Owner’s Advisor**”) for the selection, engagement and oversight of a master developer (“**Master Developer**”) in connection with the Project.

Generally, the scope of services to be provided by the Owner’s Advisor (“**Scope of Services**”) is defined below but is subject to change based on the recommendation of the Respondents.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes desirable.
- E. Contractor – means successful offer or who enters into a binding, written agreement.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing.
- J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP Issued	January 15, 2025
Advertisement of RFP and posting to LAPAC, Central Bidding and Bids and Contracts	1 st publication January 15, 2025; Submitted to The Advocate January 10, 2025 2 nd publication January 22, 2025 and 3 rd publication January 29, 2025
Deadline for Submission of Respondent's Written Notice of Interest in Participating	January 28, 2025
Mandatory Individual Pre-Submittal Conference Calls	February 4, 2025
Deadline to Receive Written Inquiries	February 11, 2025
Deadline to Answer Written Inquiries	February 18, 2025
Proposal Opening Date (deadline for submitting proposals)	April 8, 2025 2:00 PM
City-Parish review and evaluate proposals	April 8-April 12, 2025
Committee Meeting to review and evaluate proposals	
Invited Interviews of one or more Respondents at City-Parish's	April 22, 2025
Committee Chair submits recommendations with breakout of Committee-Notice of Short List for Invited Interviews	April 23, 2025
Recommendation and Scoring for Purchasing Director's Approval	April 24, 2025
Identification of Semi-Finalists at City Parish's Sole Discretion	April 25, 2025
Interviews of Semi-Finalists at City-Parish's Sole Discretion	April 29, 2025
Down Selection/Anticipated Finalist Selection	April 30, 2025
Deadline to submit on Metro Council Agenda for Introduction	May 8, 2025
Council Meeting	May 14, 2025
Public Hearing on Metro Council Agenda	May 22, 2025
Actual Public Hearing	May 28, 2025
Committee to draft and provide copy of resolution for Metro-Council approval	May 28, 2025

Notice of Intent to Award announcement	May 29, 2025
Notice of Award	June 1, 2025 (Estimated Award Date)
Contract Initiation	Q2 2025 Estimated Contract Beginning Date

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

MANDATORY PRE-SUBMITTAL CONFERENCE CALL

A one (1) hour mandatory pre-submission conference call will be conducted and each interested Respondent must attend in order to provide a response to this inquiry.

Topics to be converted during the conference call will be:

- 1) A general description of the Project.**
- 2) An overview of the selection process; and**
- 3) Clarification and answers to questions.**

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

1.4 Proposal Submittal

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

Important - - Clearly identify submission with the following information and format:

Proposal Name: **Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project**

Solicitation No.: 2024-16-4010

Proposal Opening Date & Time: **April 8, 2025 at 2:00 PM CST**

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

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

**City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 St. Louis Street, Rm. 826
Baton Rouge, LA 70802**

Respondent 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 Respondent's chosen means of proposal delivery.

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

Any questions concerning the scope of work or submittal process should be in writing and directed to Lori Foreman at the address noted above or emailed to 4010RiverCtrExpansion@brla.gov
Any questions must be submitted no later than 5:00 p.m. (CST), on February 11, 2025. All questions will be responded to in writing or via addendum by no later than 5:00 p.m. (CST) on February 18, 2025.

Any Respondent or anyone on its behalf shall not contact any employee of the City of Baton Rouge, of the Selection Committee, Metropolitan Council Member, or concerning this project during the selection process period (**initial advertisement – final selection**). The only contact shall be to submit written questions as provided above.

Respondent's proposal must remain in full effect and subject to acceptance by City-Parish for one-hundred eighty (180) days after the due date.

By submitting a proposal, Respondent acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this RFP.

When signed and submitted, Respondent's proposal constitutes an offer to perform in accordance with the terms and specifications as stipulated herein.

NOTICE OF EXPRESSION OF INTEREST

a. **EACH RESPONDENT INTERESTED IN PARTICIPATING IN THE RFP PROCESS WILL PROVIDE A WRITTEN NOTICE TO 4010RiverCtrExpansion@brla.gov by January 28, 2025.**

1.5 Proposal Response Format

Proposals should be submitted as one cohesive and well-organized document that includes all of the components listed below. It is important that the document is structured in a way that allows for easy navigation and reference to all the required components. Additional facts and information other than those listed below may be included if it will help to highlight your company's qualifications and experience Responses should effectively demonstrate the Respondent's capability to complete the Scope of Services outlined in a meaningful and innovative manner, while adhering to the required timeline.

All materials submitted in response to this RFP shall become the property of the City of Baton Rouge and shall be considered a part of the public record of the City of Baton Rouge except for any proprietary financial information that should be clearly marked as confidential.

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

Cover Letter

- The Cover Letter containing summary of Respondent's ability to perform the services described in the RFP and confirms that Respondent is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the Respondent certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
- Provide a short narrative that introduces the company and the proposed team assigned to the account highlighting the special strengths of the company to perform the work requested in this RFP. The Cover Letter shall include the legal name of the Respondent, email address, telephone number, and the name, title, and signature of the person authorized to submit the proposal on behalf of the company. The Cover Letter

should also acknowledge that the Respondent will comply with all the terms and conditions set forth in the Request for Proposals.

- Confirm willingness to perform the services and enter into a contract with the City-Parish.
- Certify compliance with the signature authority required in accordance with Louisiana law.
- The letter must be signed by a current corporate officer, partnership member or an individual specifically authorized to submit the proposal as reflected in the appropriate records on file with the secretary of state or provide other acceptable documents indicating authority.
- The cover letter should also include:
 - Identification of the submitting Respondent.
 - Name, title, address, telephone number and email address of each person authorized to contractually obligate the Proposer.
 - Name, address, telephone number and email address of the contact person for technical and contractual clarifications throughout the evaluation period, if different from the above.

Table of Contents

- Include a table of contents organized in the order contained herein.
- Ensure that the headings in the proposal align with the requirements listed for ease of review and scoring.

Technical Proposal

- **Executive Summary:** Provide a short outline of your high-level approach to the provision of services in addition to a summary of your qualifications to engage in a professional service relationship with the City of Baton Rouge/Parish of East Baton Rouge. Clearly communicate why you believe your organization would be the best provider of these services.
- **Organizational Capacity and Track Record:** Provide information about the vendor's organizational capacity and successful track record in providing stated services within a similar governmental context. Provide the vendor's ability to complete the Scope of Services (see Attachment A).
- **Respondent's Qualifications and Prior Experience:** History and background of Respondent, financial strength and stability with related services to government entities existing customer satisfaction and satisfaction of other requirements. Present specific examples of prior engagements where the vendor provided janitorial services, demonstrating successful and above satisfactory outcomes. Highlight how these examples align with the City-Parish's goals and objectives (See Section 1.1.2).

RFP Compliance with Minimum Criteria: Illustrating and describing compliance with the RFP Minimum Criteria requirements set forth in this RFP.

Approach and Methodology: Describe the vendor's proposed approach and methodology for providing services outlined, tailored to meet the unique needs of the City of Baton Rouge, Parish of East Baton Rouge. Clearly articulate how the proposed approach will address the specific goals outlined. Provide details about the services and how it will meet the requirements of this proposal. Proposers shall submit sufficient information to allow the Selection Committee to evaluate how their Management and Operations Plan will achieve the goals outlined.

- **Operational Plan**
 - Provide a statement of the Proposer's understanding of the services required under the Scope of Work and a narrative description of the proposed approach to the scope
 - Provide a detailed statement of your company's commitment to Customer Service training and how you will ensure all your employees understand and provide outstanding Customer Relations

- **Staffing Plan - Please illustrate how the proposed location will be managed:**
 - Provide a detailed narrative of the Proposer's transition plan for the assumption of Services at the
 - Describe the level of experience of the management team.
 - Provide a detailed narrative of how Proposer employees
 - Submit an organization chart of Proposer personnel for positions including, but not limited to, Management, Supervisors, and Line Staff. Include a description of the specific tasks each position will perform and the estimated number of each position necessary to complete the Services.
 - Provide a detailed narrative describing how your company plans to control employee turnover. Describe employee retention incentives and appreciation programs.

- **Expertise and Qualifications:** Provide resumes summarizing the qualifications and experience of the members of the team who will be performing the services. Explicitly demonstrate the vendor's expertise, years of experience and qualifications of the proposed personnel, focusing on credentials, experiences, and abilities related to services requested and/or related job specifications. Describe the Proposer's specific experience with the ownership, management, and operation of Operations. The narrative shall describe the company's qualifications to perform the scope of services, including past relevant experience and at least three (3) client references, with contact names and information.
 - Describe the qualifications and experience of the key personnel of your company. Must include the following:
 - Provide a brief description of all key personnel to be involved, and their relationship to the services to be provided.
 - Attach resumes as part of an appendix to the Proposal.
 - Demonstrate the capacity and capability of the company with respect to such factors as cost control, quality of work, and ability to meet schedules.
 - Describe your company's experience working in East Baton Rouge Parish if any. Demonstrate an understanding of the local market conditions and how these would impact your proposed management and operations plan.

- **Innovative Concepts** Present innovative concepts, if any are not discussed above for consideration.

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

- **Small Entrepreneurships (MBE/SBE/WBE) Initiative:** Address how the vendor intends to utilize small entrepreneurships in conducting the study, including any qualifications or certifications related to minority-owned, women-owned, or small business enterprises participating in the proposal as part of the project team. Include the expected portion of the scope of work and budget the small entrepreneurship(s) will perform.

Financial Proposal

- Financial Consideration –
- Respondent's fees and other costs, if any shall be submitted. This financial proposal shall include any and all costs the Respondent wishes to have considered in the contractual arrangement with the City Parish. Prices proposed shall be firm and valid for 180 days from date of RFP opening.
- The total costs proposed by the Proposers should be submitted in Attachment B-1.
- If needed, the Proposer may provide a brief pricing narrative along with the **TOTAL EXTENDED PRICE** as provided in Attachment B-1.
- The Proposer will not be reimbursed for any travel, per diem, photocopying or other related expenses unless specifically requested in writing by the City-Parish.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response which must be clearly marked "Original".. Fifteen (15) additional copies of the proposal should be provided which must be bound hard copies (which shall be no larger than 11 x 17 inches); one (1) copy which (i) does not have holes punched in it, (ii) is not bound, and (iii) utilizes a binder clip, rubber band, or similar method to prevent the pages from coming apart as well as three (3) electronic copy in WORD format on a CD or USB Flash Drive, and (1) redacted copy of the Vendor's proposal clearly marked redacted on the first page. Within each copy, the technical and financial proposals must be clearly marked and separated. The first page of the original proposal 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 RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

a. The City-Parish assumes no responsibility for the completeness or the accuracy of specific technical and background information presented in this RFP or otherwise distributed or made available during this RFP process. No person has been authorized by the City-Parish to give any information other than the information contained in this RFP and, if given, such other information should not be relied upon as having been authorized by the City-Parish. The information set forth herein has been obtained from sources that are believed to be reliable but is not guaranteed as to accuracy or completeness. The information contained herein is subject to change without notice.

b. Respondents are responsible for reviewing and becoming familiar with all available documents pertaining to the Project. Specifically, it is the obligation and responsibility of each Respondent submitting a Proposal to:

(1) Review the terms of this RFP so that it is familiar with all aspects of it;

(2) Analyze all applicable federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance, or furnishing of the development set forth in the Respondent's Proposal; and

(3) Notify the RFP Process Lead Contact, prior to the submission of responses to this RFP, of any conflicts, errors, omissions, or discrepancies herein. It is the Respondent's responsibility to ensure that it proactively addresses any questions, issues, or concerns related to the RFP or the RFP process.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, 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 City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the 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 proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. 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 proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY"- to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of a Proposal.

No portion of the fee Proposal will not be considered confidential under any circumstance.

Any proposal copyrighted or marked as confidential or proprietary in its entirety will be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Respondent Inquiry Period

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal 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 proposal review and submit inquiries in a timely manner.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to the Director of Purchasing (see Sect. 1.4) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: 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://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. Central Bidding site: <http://www.centrauctionhouse.com>
NOTE: This RFP is not available to submit proposals or inquiries online via LaPAC or Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the bid.

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.

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, or by hand to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826 Baton Rouge, LA 70802
E-Mail: 4010RiverCtrExpansion@brla.gov
Phone: (225) 389-3259

1.8 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals 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 Proposal Guarantee (not required for this RFP)

1.10 Performance Bond (not required for this RFP)

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of Proposal

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

The notice to withdraw must be signed by the same entity that submitted the Proposal and be delivered to the RFP Process Lead contact via email, courier or hand-delivery. The Proposal materials, however, will remain the property of the City-Parish and will not be returned.

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection (Reservation of Rights)

Issuance of this RFP 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 proposals submitted or to cancel this RFP 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 proposal.

a. The City-Parish reserves all rights available to it by law in administering this RFP, including without limitation, the right, in its sole discretion, to:

- (1) Reject any or all Proposals at any time;
- (2) Terminate evaluation of any or all Proposals at any time;
- (3) Suspend, discontinue and/or terminate negotiations with any Respondent at any time prior to the actual authorized execution of Definitive agreements;
- (4) Negotiate with a Respondent without being bound by any provision in its Proposal.
- (5) Accept and review a nonconforming Proposal.
- (6) Request or obtain clarifications, revisions or additional information from any source.
- (7) Issue addenda to and/or cancel this RFP.
- (8) Issue a new request for Proposal.
- (9) Decline to financially participate in a proposed Project.
- (10) Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a Proposal and minor or technical violations of this RFP.

b. This RFP does not commit City-Parish to enter into a contract. In no event shall any of City-Parish be bound by, or liable for, any obligations with respect to a Project until such time (if at all) as a definitive agreement, in form and substance satisfactory to City-Parish, has been executed and properly authorized, and then only to the extent set forth therein.

c. Under no circumstances shall any of City-Parish be liable for, or reimburse, the costs incurred by Respondents, whether or not selected for negotiations, in developing Proposals or in negotiating agreements. Proposals are to be prepared at the sole cost and expense of the Respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses related to this RFP from the City-Parish or any other party for any reason.

d. Each Respondent, by submitting a Proposal, thereby accepts all risk of adverse public notice, damages, financial loss, criticism or embarrassment that may result from any disclosure or publication of any material or information required or requested by any of City-Parish in connection with the submission of a Proposal. In submitting a Proposal, the Respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of City-Parish, and their respective officers and employees, for any damages that may arise therefrom.

e. Any and all information any of City-Parish makes available to Respondents shall be as a convenience to the Respondent and without representation or warranty of any kind.

1.16 Ownership of Proposal

All materials 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 proposals 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 Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by 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 Proposal Validity

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

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. 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 contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding.

1.23 Written or Oral Discussions/Presentations

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

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

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

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

1.27 Contract Award and Execution

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

The RFP, any addendums, and the proposal of the selected 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 RFP. The Proposer needs to address the specific language in the sample contract Attachment E and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

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

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

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer. The awardee must register in Vendor Self-Service (VSS) of the City of Baton Rouge, Parish of East Baton Rouge's Enterprise Resource Planning (ERP) system via Munis. VSS replaced the legacy vendor database and is used by all departments and agencies citywide. Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications. New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-SelfService-Registration-Guide-PDFide>.

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 Interviews/ Debriefings

Respondents may be required by the City-Parish to participate in interviews regarding their Proposal during the evaluation process at the request of the City-Parish or the Committee. If the City-Parish and/or Committee elects to conduct interviews, the Respondent will be notified in writing. The City-Parish reserves the right to limit the number of Respondents to be interviewed.

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to 4010RiverCtrExpansion@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

1.30 Insurance Requirements

Respondent shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Subcontractors/Contractors Insurance Requirements – Attachment C). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

Contractor is responsible for assuring that its Subcontractors meet the insurance requirements listed on Attachment C.

1.32 Indemnification

The Finalist 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 those 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 is alleged in performing its obligations under this Agreement.

The Finalist, 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 of subrogation or otherwise for any loss or damage which Proposer, its agents or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

1.33 Fidelity Bond Requirements (not required for this RFP)

1.34 Payment for Services

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

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 RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the

beginning of the first fiscal year for which funds are not appropriated.

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

1.36 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

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 Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement 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 Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years after final close-out of the study.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City- Parish, at Contractor'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 RFP and/or the Consultant's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be

made without the prior approval of Finance, Purchasing, Parish Attorney and Metro Council, where applicable.

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

1.44 Substitution of Personnel

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

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to 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 RFP.

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 proposal process and/or award in whole or in part upon receipt of a protest.

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

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

1.47 Proposer's Certification of No Suspension or Debarment

Certification of no suspension or debarment. By signing and submitting any proposal for \$25,000 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 **Federal Clauses** in Attachment D of this request for proposal.

A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov

1.48 NON-ENDORSEMENT

If a Proposal is accepted, the awardee shall not issue any news releases or statements pertaining to the award of an agreement that states or implies City-Parish's endorsement of the Respondent's services.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is as outlined in Attachment A.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about the **2st quarter 2025 (June, 2025)** and shall cover all project components through project completion.

2.3 Price Schedule Example

Prices proposed by the Proposers should be submitted on Attachment B-1, accompanied by the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes City-Parish to consider for proposed services. Prices shall include delivery of all services.

2.4 Deliverables

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

2.5 Location

The location is City-Parish River Center ("**River Center**") in Baton Rouge, Louisiana. The River Center site is shown on EXHIBIT "A" ("**Property**").

2.6 Proposal Elements

2.6.1 Financial

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

2.6.2 Technical

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

- Firm's capacity to address the City-Parish's scope of work.
- Demonstration of the firm's prior experience in providing services of the same nature.
- Proposed Strategy of the firm in representing the City-Parish in conducting the job specification.
- Capability and qualification of the proposed personnel.

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

PART III EVALUATION

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

The contract for this project will be awarded through a qualifications based selection process. This process shall consist of evaluation of the proposals. All proposals will be reviewed by a "Selection Committee". From the submitted proposals, one finalist will be selected. After successful contract negotiations, the selected firm will then be presented to the City-Parish Metropolitan Council for authorization to enter into a contract.

The selection process shall be as follows:

- o A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.

 - o The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.

 - o Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Respondent to the Selection Committee for approval. The City-Parish reserves the right to accept or reject any Selection Committee recommendation. The City-Parish further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.
- The Selection Committee shall operate 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 Proposals, each member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each proposer in order to establish up to three (3) of their top firms from the list of firms under consideration.
 3. The Selection Committee will make an award recommendation based on the Score Cards from each member. The Project Lead will oversee this process. Once the recommendation from the Agency is received the scoring of the cost will be calculated and added to the final score based on the points and formula outlined in Section 3.1 Financial Proposal.
 4. The Selection Committee reserves the right to discuss the proposers being considered prior to any voting or balloting.

- Following the acceptance of a proposal, the selected Proposer and the Library must reach a contractual agreement prior to the start of any work for which the City of Baton Rouge and Parish of East Baton Rouge would be obligated.

Each proposal shall be evaluated and scored based upon the following criteria:

3.1 Financial Proposal

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for the entire project, outlined in Scope of Services.
- All other costs, if any, proposed by the Proposer.

f. **Selection Process.**

(1) Proposals will be reviewed by City-Parish and its Committee. A list of two (2) to three (3) semi-finalists will be identified by April 29, 2025 unless extended by the City-Parish in its sole discretion.

(2) It is anticipated that the semi-finalists will be interviewed by the Committee during the week of April 28, 2025 and the selection of the finalist for the Owner's Advisor ("**Finalist**") will be completed by as soon as feasible unless extended by the City-Parish in its sole discretion.

(3) The Proposal deemed most advantageous to City-Parish will be selected based on an evaluation of the totality of the circumstances as City-Parish determines in its sole discretion are appropriate.

g. **Minimum Criteria.** Minimum criteria to be considered by the Committee include the following minimum criteria ("**Minimum Criteria**"):

- (1) Adherence to Minimum Qualifications;
- (2) Information provided in Proposal to this Request for Proposals;
- (3) Responsiveness of information provided;
- (4) Significant experience of the Respondent in connection with providing similar services as the Scope of Services ("**Project Principals**") in similar projects for governmental entities;
- (5) Significant experience of those identified that will be the primary Respondent representatives for the Scope of Services ("**Project Principals**") in similar projects for other governmental entities;
- (6) Team structure, management and working history;
- (7) Significant experience of those team members to support the Respondent in connection with the Scope of Services in similar projects for other governmental entities;
- (8) General familiarity with the Project and the Project Information;
- (9) Proposed specific proposed changes to the Scope of Services which the Respondent feels will benefit the City-Parish in the RFP Process;
- (10) Respondent's quality management plan;
- (11) Importantly, Respondent's unique strategy for the Project;

- (12) Proposed fee structure;
- (13) Positive recommendations from former clients;
- (14) Proposed schedule;
- (15) Demonstration of financial strength and capacity to perform the Scope of Services; and
- (16) Other material considerations as determined by the Committee

3.2 Technical Proposal - SELECTION SCORING.

h. The Proposals will be scored by the City-Parish using the following criteria and percentages:

Experience of the proposed Project personnel; Experience of the firm or entity in similar project(s);	30%
Time availability and commitment of the proposed project personnel to the Project;	10%
Creativity and/or knowledge of requirements as demonstrated by the Respondent;	25%
References for the personnel and firm; and	10%
Competitiveness of fee Proposal.	25%

FEE PROPOSAL

City-Parish expects to negotiate the final fee schedule and structure with the Finalist. In the Proposals to this RFP, City-Parish is seeking information about options for structuring fees, including options for minimizing up-front costs in return for a larger back-end return to the Owner’s Advisor as well as options that may result in higher up-front costs but leave City-Parish more flexibility and more return at the end

CONTACT

i. Questions concerning this RFP and/or the Project should be presented in writing and e-mailed to: 4010RiverCtr Expansion@brla.gov (“**Authorized Communication**”).

j. All such Authorized Communication must be received no later than 5:00 p.m., central time on February 11, 2025. The City-Parish may issue clarification notices listing questions received and the Proposals given. The City-Parish's final answers to the Authorized Communication shall in no event be deemed part of this RFP or any agreement and shall not be relevant in interpreting such documents except as they may clarify provisions otherwise considered ambiguous.

k. Except for the Authorized Communication approved by the Process Lead Contact in writing, interested parties are prohibited from contacting the Metro-Council members, representatives, officers, or employees of City-Parish and/or the Committee as identified on **EXHIBIT “D” (“Affected Parties”)**.

l. **AFTER PUBLICATION OF THIS RFP, NO INTERESTED PARTY AND/OR RESPONDENT INCLUDING ANY OF THEIR REPRESENTATIVES, MAY CONTACT ANY AFFECTED PARTY (EXECUTIVE, MANAGERIAL OR OTHERWISE), EMPLOYEE, OR REPRESENTATIVE, INCLUDING**

WITHOUT LIMITATION, THE PERSONS IDENTIFIED ON EXHIBIT “D”, ABOUT THE PROJECT DURING THE PROJECT PROCUREMENT PERIOD, OTHER THAN VIA EMAIL TO THE CONTACT PERSON.

m. The City-Parish may disqualify any Respondent engaging in prohibited communications at City-Parish’s sole discretion.

COMPETITIVE NEGOTIATIONS

n. Representatives of the City-Parish may authorize, at its option, competitive negotiations and revised Proposals with any or all Respondents who qualify to negotiate because the City-Parish determines, in its absolute discretion, that their Proposals fall within a competitive range as a means of ranking Proposals for the Project.

o. Competitive negotiations may include, but are not limited to: (a) informing the select Respondents of deficiencies or weaknesses in their Proposals; (b) notifying select Respondents of parts of their Proposals for which the City-Parish would like additional information; and (c) otherwise allowing select Respondents to develop revised Proposals that will permit the City-Parish to obtain the best Proposal based on the requirements and evaluation criteria set forth in this RFP.

FINAL NEGOTIATIONS

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

q. It is anticipated that a final contract will be executed anticipated 2nd Quarter, 2025,

r. Negotiations could address any matters allowed and deemed advisable by City-Parish, in its sole discretion, may suspend, discontinue, terminate, re-continue and/or begin new negotiations with any Respondent for a Project at any time prior to execution of an Owner’s Advisor Agreement by all parties for that Project.

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative.

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

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

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

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Search/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Small E". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <https://www.mbda.gov/>.

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

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

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

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

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance requirements are as outlined in Attachment A.

4.2 Performance Measurement/Evaluation (will be negotiated with successful respondent)

ATTACHMENT A

SCOPE OF SERVICES

GENERAL/PROJECT INFORMATION:

Exiting River Center Complex

a. Generally.

- 1) Baton Rouge is not competitive in the arena or convention market space; at minimum a new headquarters hotel and a \$100+m upgrade investment is required at this time.
- 2) Given LSU's proposed public-private partnership (PPP) investment in a new, \$350 million, state-of-the-art arena ("**New LSU Arena**") the River Center complex should be repurposed toward a new best-use and utilize similar PPP investment to utilize public assets most efficiently.
- 3) Community partners have come together to study, recommend, and support a community-wide plan to evaluate music and entertainment in the Capital Region, including a specific focus on the Downtown and connected corridors, leveraging critical assets such as New LSU Arena, River Center Complex, and Memorial Park.
- 4) The Mayor-President for the City-Parish ("**Mayor-President**") recommends that the City-Parish take the next steps to build a public-private partnership that collaboratively develops and activates a repurposed River Center to enhance quality of life benefits for residents and attract visitors to the Capital Region in a manner proposed herein.
- 5) The Arena and Convention Center Assets are underutilized.
- 6) Conventions, Sports & Leisure International ("**CSL**") was engaged for the specific purpose of providing a source of focused research and expertise in the sports, entertainment, hospitality and leisure industries. CSL provides in-depth information, creative solutions to underlying issues, a thorough analysis of financial implications, and various measurements of risk and return surrounding alternative courses of action.
- 7) CSI completed a Feasibility and Planning Study dated August 4, 2023 designed to inform a Master Plan for the River Center Complex.
- 8) The purpose of the CSI, analysis to assist River Center Complex management, City-Parish, Visit Baton Rouge, and other stakeholders in evaluating key operational market, program, financial and economic impact aspects associated with the River Center Complex and potential improvements to its event space and supporting hotel and destination product.

b. **Convention Assets.**

- 1) The CSL Report (described below) indicated that the Convention Assets are ranked 4th in size in the State of Louisiana, although using other metrics the Convention Assets could be ranked as 3rd in the State, clearly ranked behind New Orleans and Shreveport.
- 2) Monroe recently added the West Monroe Sports and Events Complex with over 100,000 square feet of flexible space.
- 3) Baton Rouge does not have a Headquarters Hotel which according to experts is necessary to be competitive in the conventions and event market regionally and nationally;

- 4) The conservative cost of renovating the River Center Arena for entertainment events has been projected to be between \$100 million and \$120 million as set forth in the CSL Report (described below).
- 5) CSL determined that:
 - a) There are not less than twenty-two (22) convention center and arena facilities regionally and nationally comparable to the River Center River Center convention, conference, and meeting facilities (“River Center Convention Facilities”) based on their market size, geographic positioning, and event space offerings; and
 - b) The River Center Convention Facilities (exhibit, meeting, and ballroom space) ranks just below the median square footage of the comparable facilities.
- 6) Based on the limited, walkable hotel inventory currently supporting the River Center Convention Facilities, with its relatively low occupancy levels total, CSL concluded that no significant additional convention space would be warranted.
- 7) CSL concluded that: “(w)hen considered a next course of action for River Center, hotel and district investment, we note that under a do-nothing scenario, the Center is likely to become a less utilized community asset with eroding non-local event levels, losing the ability to support local quality of life for residents, and operating with increasing deferred maintenance costs.”

c. **Arena.**

- 1) Eleven (11) concerts were held in the River Center Arena in 2023 and eleven (11) events were held in the River Center Arena in 2024.

d. **Headquarters Hotel Demand.**

- 1) Importantly, CSL found that Baton Rouge is one of only three other competitive markets of the 15 comparable markets that does not offer a Headquarters Hotel and one of only five other comparable national markets that lack Headquarters Hotel availability adjacent to a convention center.
- 2) Visit Baton Rouge confirmed that, without a Headquarters hotel, Baton Rouge is being eliminated from the consideration set of many, if not most, of the larger conventions and meetings that could cause overall compression for our city hotels. Without the Headquarters Hotel, we are simply not qualified to compete.
- 3) CSL stated that “...its market research clearly shows the importance of an attached/adjacent Headquarters Hotel for attracting high-impact non-local events such as conventions, conferences and sports tournaments. A new Headquarters Hotel could also help attract smaller group events to the market and would create an enhanced experience for major concert and entertainment event patrons.”
- 4) The development of a Headquarters Hotel could drive the demand for additional convention space (“**Additional Convention Space Capacity**”).
- 5) The benefits of such a project will extend beyond measured tax or economic benefits. The ability to support downtown businesses, help to attract new businesses to the community, increase overall tourism to the destination and the improvement to quality of life will be significant.
- 6) Numerous communities around the country are utilizing a public-private partnership structure to partner with a private sector developer to undertake the type of changes and additions to their convention center assets and the development of Headquarters Hotels.

MAYOR'S RAISING CANE'S RIVER CENTER OVERSIGHT COMMITTEE ("COMMITTEE")

ORDINANCE NO. 24- 00227_____. pursuant to Metro Council ("Metro Council") of the City-Parish adopted March 13, 2024, the Metro Council authorized the Mayor-President to identify one or more strategies for developing the Project and to submit a Proposal for implementation to the Metro-Council ("**Strategic Plan**").

STRATEGIC PLAN. The Strategic Plan entitled "Proposed Strategic Plan For The Redevelopment Of The River Center Complex And Development Of Headquarters Hotel" was submitted by the mayor-president to the Metro-Council on May 22, 2024.

ORDINANCE NO. 24-00726. pursuant to Metro Council ordinance 24-00726 ("**Enabling Ordinance**") adopted June 26, 2024, the Metro Council accepted the proposed Strategic Plan presented by the Mayor-President on May 22, 2024. The term "Enabling Ordinance" shall include any future ordinances and/or resolutions approved by the Metro Council related to the committee, directly and/or indirectly.

COMMITTEE. The Metro Council authorizes the creation of the "Project Oversight Committee" ("**Committee**") composed of the following member ("**Committee Members**"):

- a. The Committee 10 Metro Councilmembers, who will serve as Chairperson of the Committee;
- b. Visit Baton Rouge Representative, to serve as Vice Chairperson of the Committee;
- c. Mayor-President appointment;
- d. Metro-Councilmember appointment;
- e. Arts Council of Greater Baton Rouge Representative;
- f. Baton Rouge Area Chamber Representative;
- g. Baton Rouge Area Foundation Representative;
- h. Build Baton Rouge Representative;
- i. Downtown Development Committee Representative;
- j. Hospitality Industry Representative appointed by Visit Baton Rouge; and
- k. North Baton Rouge Economic Development District Committee Representative;

The Committee will be responsible for making final recommendations to the Metro Council for the Metro Council's approval.

The Committee does not have any independent authority.

Specifics.

PHASE 1: PRELIMINARY PLANNING AND ADVISORY SERVICES

- a. **For Phase 1: Preliminary Planning Advisory Services**, Owner’s Advisor will support the Committee and the Metro Council, as owner. (“**Owner Group**”) by providing Phase 1 advisory services (“**Phase 1 Advisory Services**”) as needed. Phase 1 Advisory Services may include the following work tasks:
- (1) Task 1 – Assist Owner Group in Refining the Project Scope and Program
 - (2) Task 2 – Assist Owner Group in Establishing a Preliminary Project Budget
 - (3) Task 3 – Plan of Finance/Modeling and Coordination
 - (4) Task 4 – Update Programming and Related Modeling
 - (5) Task 5 – Promote Project Opportunity
 - (6) Task 6 – Create and oversee a Development Implementation Strategy and Action Steps
 - (7) Task 7 – Conduct other Representative Services as Needed
 - (8) Owner’s Advisor will provide the Owner Group with ongoing business planning advisory services to work toward Project implementation.
- b. Subject to the recommendation of the Committee and the approval of the Metro Council, Phase 1 Advisory Services may include the following tasks:
- c. **Task 1 – Assist Owner Group in Refining the Project Scope**
- 1) The Owner’s Advisor will work in close coordination with the City-Parish Finance Department and any third-party Respondents retained by either the Metro Council or River Center Complex Project Oversight Committee, including participation in appropriate meetings, providing regular updates and submitting joint progress reports for review by the Metro Council, outlining key decisions, shared responsibilities, and pertinent issues.
 - 2) Owner’s Advisor will assist the Owner Group in refining the goals of the Project and establishing the Project boundaries, scope, and the Convention Center Component and the Hotel Component (individually “**Component**” and collectively “**Components**”) Owner’s Advisor will coordinate the development of the Project program and scope on behalf of the Owner Group.
 - 3) Conceptual designs will be prepared by the Owner’s Advisor team members to assist in the evaluation and Owner’s Advisor will work with the City-Parish Finance Department together with any finance advisory and/or cost Respondent retained by Metro Council (individually and collectively “**Finance Team**”) so that the Owner’s Advisor and the Finance Team can prepare conceptual cost estimates for the Project and each of its Components.
 - 4) The Owner’s Advisor shall determine the range of possible public-private partnership structures available for this Project.
 - 5) Additionally, the Owner’s Advisor will work with the Committee to select, make recommendations to the Metro Council and assist with contractually engaging additional third-party Respondents to assist the Metro Council in connection with the Project.
- d. **Task 2 – Assist Owner Group in Establishing a Preliminary Development Budget**
- 1) Owner’s Advisor and its team will work with and assist the Owner Group and the Finance Team to create a preliminary overall budget for the development of each Component that will include

construction cost, design and engineering fees, consulting fees, and other related Project costs for each Component. The budget will be updated periodically throughout the development process to reflect the then current scope and corresponding estimates for the cost of such work.

- 2) As part of this task, the Owner's Advisor and its team will prepare a high-level summary of the Project scope to assist with the work effort. This will allow the Owner to establish the overall Project scope for each Component for the subsequent (i) Project Developer or (ii) the Convention Center Developer and Hotel Developer.

e. Task 3 – Plan of Finance/Modeling and Coordination

- 1) Owner's Advisor will coordinate and work with the Finance Team to create and refine a plan of finance for the Project. Owner's Advisor will work with the Finance Team to identify, assess viability and select the appropriate incentive plan for each Component.
- 2) To attract highly qualified developers, the Owner's Group, in coordination with the City-Parish Finance Department and the River Center Complex Project Oversight Committee, may make available a range of financial incentives including but not limited to:
 - a. District Tax, to fund infrastructure costs
 - b. Property tax abatement
 - c. Public-private partnership opportunities
 - d. Revenue Sharing opportunities
 - e. Other state and local economic development incentives, as applicable.
- 3) The Owner's Advisor shall evaluate options for financing the Project considering the timeframe for the Project in order to maximize the financial benefits to the City-Parish and minimizing the risk. This evaluation should include an objective review of the advantages and disadvantages of such options with respect to a developer providing equity or financing, debt and equity sources from capital markets and public funding vehicles, nonprofit ownership and financing structures, tax-exempt bond financing and other proven means for financing the Project.

f. Task 4 – Update Programming and Related Modeling

- 1) This task is related to the Plan of Finance and the changes in the nature of the public and private components of each Component. As plans and physical programs change, the demand, financial and impact projections will need to be updated. Owner's Advisor will update a "Plan of Finance" to reflect any adjustments to the Project plan.
- 2) The Owner's Advisory, working with the Committee and other Respondents, shall compile a diligence package of pertinent information related to the Project which will be incorporated in the developer solicitation process.

g. Task 5 – Promote Project Opportunity

- 1) Owner's Advisor will begin to lay the groundwork for the future solicitation and selection of a Project Developer or Component developers (individually and collectively "**Component Developers**")
- 2) For the first step in this process, Owner's Advisor will informally seek and create interest from top developers by promoting the Project plan and opportunities, which will include meeting (virtually or in person) with interested parties to further educate, market, and encourage participation from highly

qualified development teams. The goal is to build national interest for the Project and advertise the upcoming bid solicitation process. Information gathered in these discussions may shape the nature of the specific development opportunity to be included in the developer solicitation process to be issued later.

h. Task 6 – Create and Oversee a Development Implementation Strategy and Action Steps

- 1) Owner’s Advisor will evaluate and recommend to the Owner Group the most appropriate approach to engaging a development team or teams to best deliver the Project for the City-Parish. This will include an evaluation of soliciting and selecting a Project Developer or Component Developers and additionally will include an evaluation of the nature of the agreements to be entered into between the Owner Group and the development team(s).

i. Task 7 – Conduct Other Representative Services

- 1) Owner’s Advisor will serve as an extension of City-Parish staff for activities related to the ongoing development of the Project on an as needed basis. All decisions will be subject to Metro Council approval. Other duties and responsibilities may be assigned based on the needs of the Owner’s Group and the Project.

PHASE 2: PROJECT DEVELOPER SOLICITATION AND SELECTION

- a. If the Metro Council wishes to proceed with the Project after the completion of the Phase 1 Advisory Services, Owner’s Advisor will support the Owner’s Group by providing Phase 2 advisory services (“**Phase 2 Advisory Services**”) as needed.
- b. A component of the Phase 2 Advisory Services will be the development of a competitive process (“**Selection Process**”) to select the Developers. Depending on the implementation strategy developed in Phase 1 for the Project as a whole or separate Components, the tasks in Phase 2 may be applicable to more than one solicitation and selection process. All solicitation or selection processes shall adhere to all City-Parish procurement ordinances and rules.
- c. Phase 2 Services Selection Process may include the following work tasks:
 1. Task 1 – Begin Process Kickoff and Orientation
 2. Task 2 – Create Request for Qualifications (“**RFQ**”). Document for the Project and/or each Component if it is determined that an RFQ is appropriate prior to a Request for Proposal process (“**RFP**”)
 3. Task 3 – Manage Solicitation Process
 4. Task 4 – Review of RFQ Submittals
 5. Task 5 – Create RFP
 6. Task 6 – Evaluate Proposals, Interview Developers and Rank Proposals for Metro Council
 7. Task 7 – Outline Term Sheet, Negotiate Terms and Provide Ongoing Advice
- d. At the option of the Metro Council, the Metro Council may incorporate Optional Task 8 – Oversee Development after the Selection Process is completed.
- e. Subject to the recommendation of the Committee and the approval of the Metro Council, Phase 2 Advisory Services may include the following work tasks:
- f. **Task 1: Process Kickoff and Orientation**
 - 1) Owner’s Advisor will meet with the Owner Group to confirm the goals of the process and other issues related to the

Project context. Owner's Advisor will perform the following orientation and due diligence-oriented tasks.

- a) Obtain information and data from the Owner Group as well as any other appropriate governmental agencies and stakeholders.
- b) Discuss with the Owner's Group the structure for the developer solicitation, including, without limitation, the merits of proceedings with RFQ process prior to RFP process as opposed to proceeding with an RFP process only.
- c) Review the previously completed feasibility study, as well as subsequent study updates, and determine which elements of previous reports (or other materials) should be utilized (and updated as necessary) for inclusion in the RFQ document and/or an RFP document, as appropriate; and
- d) Establish the marketing, solicitation, and communications approach for the RFQ/RFP process.

g. Task 2: Creation of RFQ Document if Approved by the Owner's Group

- 1) If an RFQ process is selected by the Owner's Group; Owner's Advisor will assist the Committee with preparing a draft of an RFQ document, to be reviewed by the Committee and approved by the Metro Council. The RFQ document will include the following components:
 - a) An overview of the Project and each Component's opportunities;
 - b) Owner Group Objectives, Project Scope and Timeline;
 - c) RFQ/P Process overview.
 - d) Submission Requirements.
 - e) Evaluation Criteria.
 - f) Market information
 - g) Relevant market and financial Projections for the Project as applicable; and
 - h) Other conditions and disclosures as applicable.

h. Task 3: Management Solicitation Process

- 1) Owner's Advisor will continue to research the local/regional/national marketplace to identify additional developers who have worked on this type of Project previously that should be made aware of each opportunity.
- 2) Owner's Advisor will complete the following tasks to publish the opportunity.
 - a) Coordinate with Owner Group the process by which the RFQ/RFP will be distributed, either directly⁷ by the Owner's Advisor or by the Owner Group with assistance from Owner's Advisor.
 - b) Owner's Advisor will assist the City-Parish in issuing the RFQ/RFP as necessary;
 - c) Owner's Advisor will execute its plan for marketing and promoting the development opportunity; and
 - d) Assist Owner Group in responding to questions that arise during this phase of the process.

i. Task 4: Review of the RFQ Submittals if selected by the Owner's Group

- 1) Owner's Advisor will review the RFQ submittals and compare them in a matrix memo summarizing the qualifications of the groups for each opportunity. Amongst other requested items, Owner's Advisor will assess:

- a) Respondent firm/team experience and qualifications;
 - b) Respondent firm/team financial capability, stability, and resources;
 - c) References for similar Projects, and
 - d) Others as appropriate.
- 2) Owner's Advisor will conduct reference checks and undertake procedures to verify information contained in the submittals.
 - 3) Owner's Advisor will conduct virtual interviews with certain Respondents that are under consideration for the shortlist to meet and engage with those Respondents prior to the Committee's shortlisting for the RFP process. These interviews will allow for an informal and informational discussion with each Respondent's perspective on the RFQ submittal and opportunity, which will help lead to the establishment of a more informed shortlist.

j. Task 5: Creation of RFP

- 1) Owner's Advisor will create the RFP document based on the criteria established in Phase 1 in consultation with the Owner Group. If the Owner's Group elects not to proceed with a separate RFQ process, the qualifying elements of the RFQ process will be incorporated as a component of the RFP process.
 - a) Owner's Advisor will assist the City-Parish in crafting submission requirements, evaluation criteria, weight factors associated with evaluation criteria and issuing the RFP, and
 - b) Assist Committee in responding to questions that arise during this phase of the process.

k. Task 6: Evaluations, Interviews and Rankings

- 1) Owner's Advisor will review the responses to the RFP and develop a summary document that puts the Proposals and responses in a side-by-side comparison matrix. Proposal contents may include the following elements:
 - a) Complete development team;
 - b) Qualifications, Experience and Expertise of the Respondents, if an RFQ process was not implemented.
 - c) Physical development proposal;
 - d) Proposed concept;
 - e) A detailed development plan, including timelines, key milestones, and expected completion dates;
 - f) Operations and management team;
 - g) A comprehensive financing plan, including sources of capital and a list of any required public incentives.
 - h) Project budget and financing plan and requested incentives, and
 - i) Other information may be requested.

- l. Owner’s Advisor will formulate a list of clarifications that may be requested for all or some of the Respondents to clarify their RFP responses. The Owner’s Group will participate in formal pre-bid conferences to inform and engage interested developers, including developer interest meeting(s), site visits at the River Center property, and (a) pre-submission of Q&A session(s).
- m. Based on the evaluations, Owner’s Advisor and the Committee may elect to interview all or some of the Respondents based on a variety of factors. Owner’s Advisor will advise the Owner Group on best practices.
- n. Prior to determination of a final ranking, Owner’s Advisor will assist Committee with interviews and presentations with the top-ranked Respondents for two (2) or more, in the opinion of the Committee, semi-finalists (“**Semi-Finalist**”) and then the single finalist (“**Finalist**”).
- o. Owner’s Advisor will plan and coordinate the Semi-Finalists and subsequently the Finalist’s interviews with the Owner Group and will communicate with teams about the expectations, logistics and other matters to ensure an effective interview process.
- p. Owner’s Advisor will assist the Committee in ranking the Proposals with the objective of beginning negotiation with the highest-rank Semi-Finalist, which shall become the Finalist.

q Task 7: Term Sheet and Contract Negotiations

- 1. Owner’s Advisor will provide advice and consultation to the Owner Group, including the Parish Attorney, during negotiations with the Finalist on a term sheet followed by a definitive agreement (“Development Agreements”.)

r. OPTIONAL: Task 8: Development Oversight

- 1) Pursuant to a separate engagement agreement between the City-Parish and the Owner’s Advisor, Owner’s Advisor may, at the direction of the Metro Council provide ongoing oversight throughout the development process at the direction of the Metro Council to ensure that the chosen Finalist (“**Developer**”) has fulfilled its obligations on under the terms of the Development Agreement and to assist Metro Council in fulfilling its obligations and exercising its rights as outlined in the Development Agreement.

DELIVERABLES

- a. For each task listed under Phase 1 and Phase 2, the Owner’s Advisor will be responsible for delivering clearly defined reports, models and recommendations. These deliverables include but are not limited to:
 - 1) A Preliminary Project Scope Report including scope, cost estimates, and timelines for both the Convention Assets and Headquarters Hotel components.
 - 2) A final Plan of Finance, inclusive of projected capital structures and available public, private financing options.
 - 3) A final budget, aligned with the finalized scope.
 - 4) Monthly progress reports that track against an outlined schedule, budget, and scope.

- b. The Respondent shall be solely responsible for examining, with appropriate care and diligence, this RFP and the Project information (“**Project Information**”), and for informing itself with respect to any and all conditions which may in any way affect its Proposal, or the performance of the obligations following award if the Respondent enters into any definitive agreement with City-Parish, and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Respondent fails to understand.

INSURANCE REQUIREMENTS

- 1) Respondent shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see below)
- 2) 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.

IDEMNIFICATION

The Finalist 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.

The Finalist, its agents, employees and insurer(s) hereby release City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Finalist, its agents or insurers may sustain incidental to or in any way related to Finalist’s operations under this agreement.

SELECTION PROCESS

GENERAL INFORMATION

- a. This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact.
- s. Respondent’s proposal must remain in full effect and subject to acceptance by City-Parish for one-Hundred eighty (180) days after the due date.
- t. By submitting a proposal, Respondent acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications and requirements contained in this RFP.
- u. When signed and submitted, Respondent’s proposal constitutes an offer to perform in accordance with the terms and specifications a stipulated herein.

NOTICE OF EXPRESSION OF INTEREST

- **EACH RESPONDENT INTERESTED IN PARTICIPATING IN THE RFP PROCESS WILL PROVIDE A WRITTEN NOTICE TO 4010RiverCtrExpansion@brla.gov BY EMAIL BY THE DEADLINE SPECIFIED IN THE SCHEDULE.**

SECTION 1.2 QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION.

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by Respondents to the Process Lead Contact.

SECTION 1.3 MANDATORY PRE-SUBMITTAL CONFERENCE CALL

- a. A one (1) hour mandatory pre-submission conference call with each Respondent.
- b. Topics to be covered during the conference call will be:
 - (1) A general description of the Project;
 - (2) An overview of the selection process; and
 - (3) Clarification and answers to questions
- c. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the official answer or position of City-Parish will be stated in writing in response to written questions.

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy

Any Auto, or Owned, Non-Owned & Mired	Combined Single Limit \$ 300,000
--	-------------------------------------

- C.** Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D.** The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.
- E.** Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.
- F.** Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G.** The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

INSURANCE REQUIREMENTS: Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this RFP.

CONTRACT RENEWAL: At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

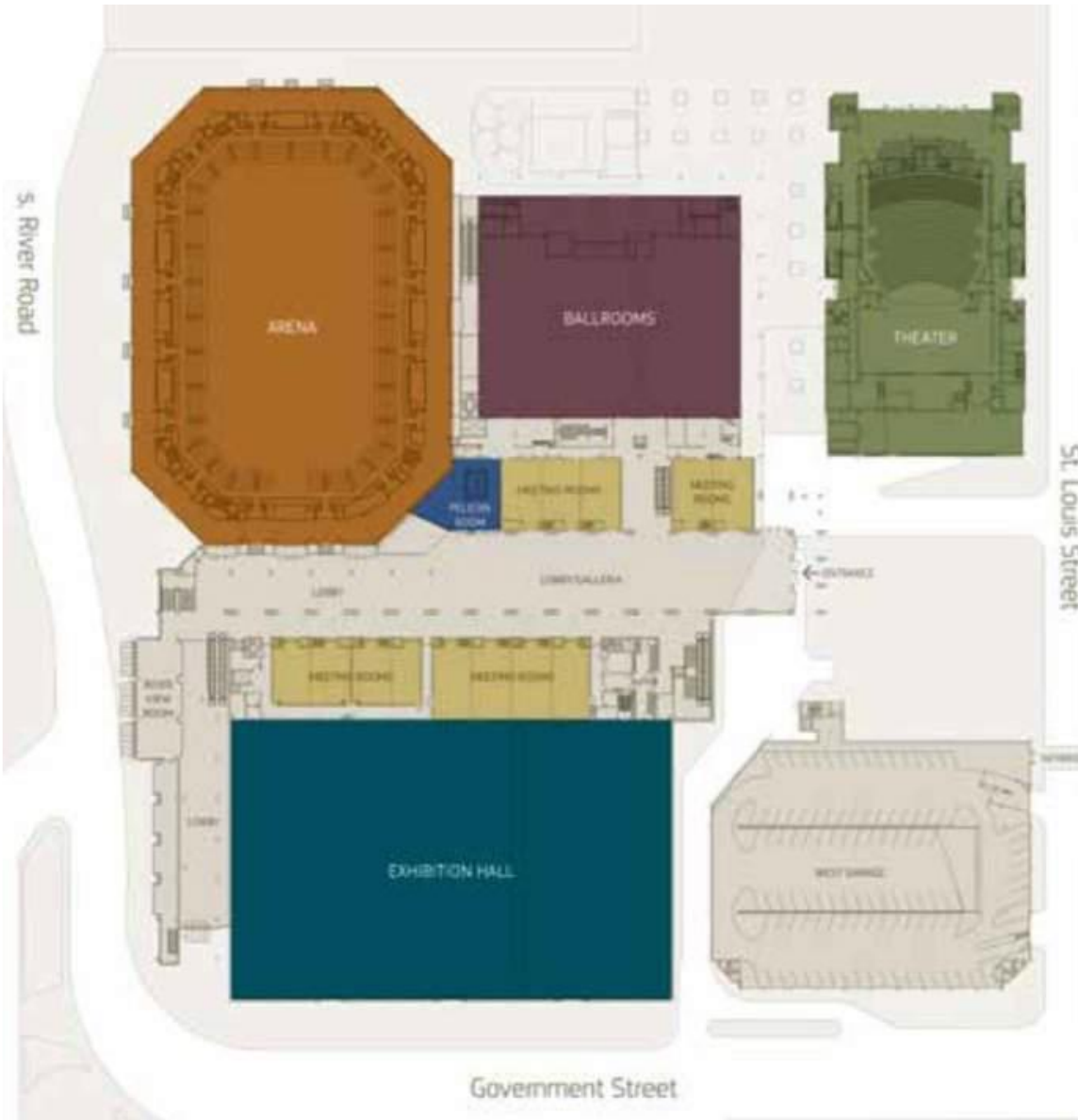
METHOD OF AWARD: City Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency).

ADDITIONAL REQUIREMENTS FOR THIS PROPOSAL

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If requested, information must be submitted within 5 (five) days.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

EXHIBIT "A"
RIVER CENTER PROPERTY

PLAZA LEVEL



GROUND LEVEL

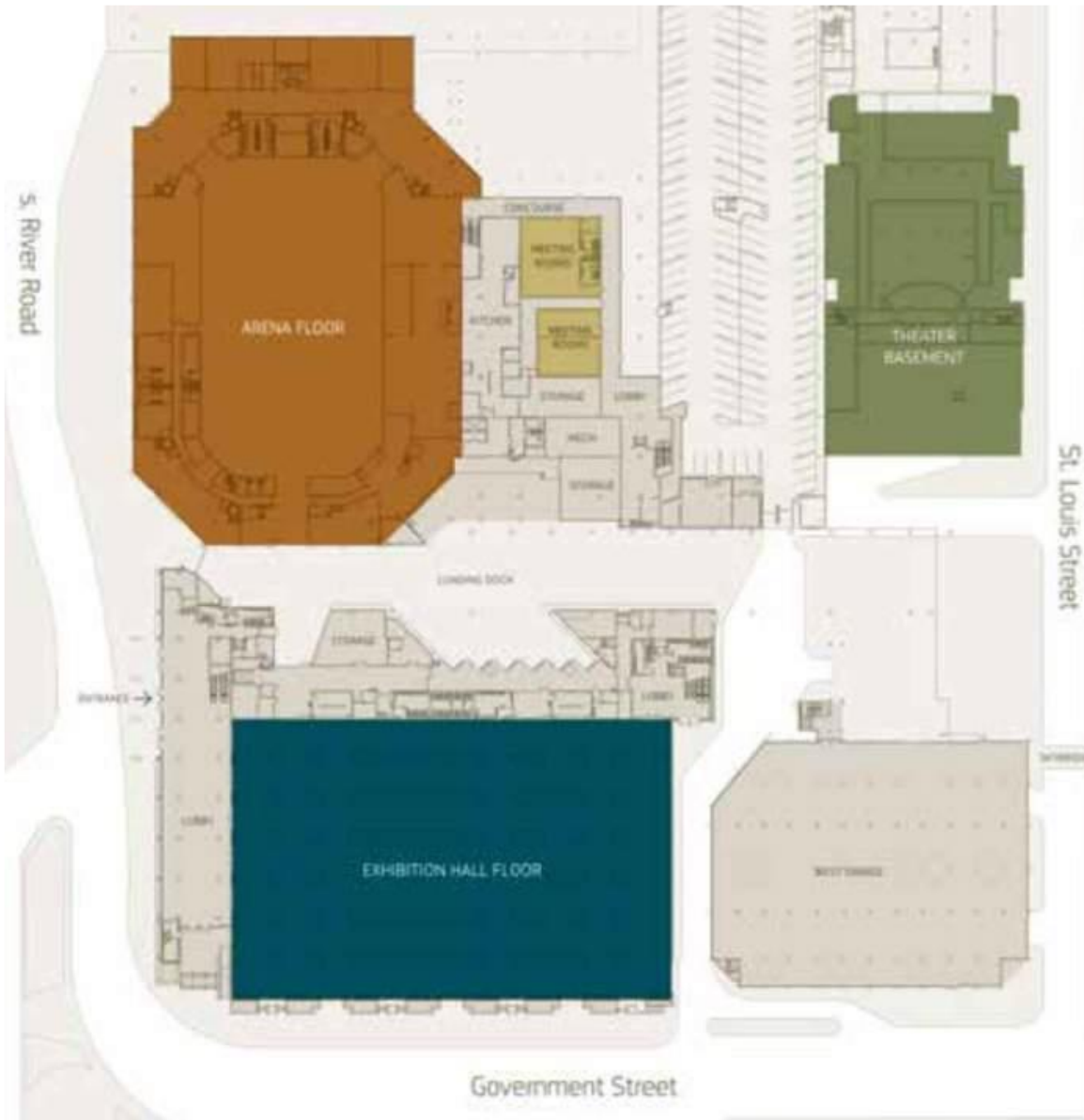


EXHIBIT “B”
FORMAT REQUIREMENTS FOR PROPOSAL

Any Proposal should include adequate documentation that the Respondent meets the Minimum Requirements and addresses the Minimum Criteria, as well as provide the following:

d. Letter of Transmittal

(1) The letter of transmittal should include the Respondent’s name, contact person for the Proposal (with name, address, telephone number, and email address), signature of the authorized representative, and a designation of the responsible legal entity that would sign a contract with the City-Parish if the Proposal is accepted.

(2) In the letter of transmittal, the Respondent should also confirm in writing that:

(a) The Proposal is genuine and without collusion in all respects; and

(b) That the contact person is authorized to act on the Respondent’s behalf; and that the Proposal shall remain valid for at least one hundred and eighty (180) days unless withdrawn by Respondent as permitted by this RFP.

e. Executive Summary

(1) Provide an executive summary of the key elements of the Proposal, focusing on the City-Parish’s objectives as described in this RFP.

f. Information on Owner’s Advisor Team (“Owner’s Advisor Team”)

(1) Respondent Overview

(2) Respondent Size, Capabilities, and Menu of Services

(3) Proposed Owner’s Advisor Team members, duties, and resumes and a certification, specifically, the Project Principals

(4) Proposed Respondents, duties and resumes

g. Experience

(1) Brief description of similar projects for governmental bodies for which Respondent was lead owner advisor.

(2) Current contact references for at least five (5) recent clients of similar projects on for governmental bodies within the last five (5) years for which Respondent served as lead Owner’s Advisor. Include the entity name, address, the contact person’s name and current telephone number and e-mail address, the nature of the project, and a brief narrative describing the scope, complexity, and outcomes of the project.

h. Project and services

(1) Owner’s Advisor Plan: Discuss methods to be employed in managing this Project and how these will ensure success of the Project. Specifically address the firm’s approach to working as an integrated Project Team.

(2) Brief outline of Owner’s Advisor or similar services you recommend be provided by the Owner’s Advisor in light of the planning and analysis already performed for this Project.

(3) Brief outline of anticipated opportunities and challenges that may be posed by this project based on the Respondent’s past experiences and in light of the Anticipated Timeline referenced in the linked documents

(4) List of similar projects on which the Respondent has worked with Respondents listed in response to item A,d

i. **Proposed Schedule**

(1) Provide a schedule describing how the Respondent will ensure the orderly completion of the assignment. The plan should identify the Respondent’s planned date (expressed as days from executing a contract with the City-Parish) for achieving significant transactions milestones. The schedule should include the dates for all key planned activities, including any actions needed to be taken by authorizing bodies.

j. **Fees**

(1) **Fees**

(a) A detailed and complete fee proposal for each Phase of the Scope of Services together with the Optional scope is to include all costs to perform the Owner’s Advisory Services.

(b) The more specificity provided by the Respondent to better.

(2) **Reimbursable Expenses**

(a) Projected direct, incremental, out-of-pocket expenses related to the Project will be reimbursed subject to Respondent providing an expense report with acceptable backup detail. Respondent must provide a reimbursable expense estimate with its response to this RFP. Respondent may not exceed the total estimated expense without prior written approval of Client.

(b) Any individual expense in excess of \$1,000 will require the prior written approval of City-Parish expenses include, but are not limited to, the following:

(i) Costs of any approved sub Respondents or vendors as required to complete so long as such sub Respondents and vendors are not contracted directly by the City-Parish;

(ii) Costs of Project specific insurance and related expenses;

(iii) Travel expenses;

(iv) Long distance communication and teleconferencing;

(v) Expenses of postage, handling, and express delivery services;

(vi) Costs of printing and reproductions; and

(vii) Other costs approved in writing by the City-Parish.

k. **Prototypical Owner’s Advisor Agreements.**

(1) Submission of not less than two (2) detailed prototypical project Owner’s Advisor utilized on other similar projects (removing any confidential information). It is contemplated that each Respondent will provide detailed prototypical agreements which are “balanced” with respect to the parties.

l. **Required Disclosures**

(1) Relationships: Describe any personal, financial relationships and/or Potential Conflicts of Interests with

(a) Representatives, officials, officers, and/or employees of the City-Parish identified on **EXHIBIT “D”**; and/or

(b) generally, with prospective Master Developer who may be interested in this Project.

m. **Professional liability claims**

(1) A list of any professional liability claims asserted against your Respondent within the last five (5) years (whether via mediation, arbitration, suit or otherwise).

n. **Other Materials**

(1) Parties submitting a Proposal to this RFP may – but are not required to – provide any additional information that may assist the City-Parish in evaluating each Respondent’s qualifications and experience. Additional materials may include but are not limited to renderings, photographs, and news articles or other analysis of similar projects for which the Respondent served as the primary or lead Owner’s Advisor.

o. **Exceptions.**

(1) Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Respondent must expressly state that no exceptions are taken.

p. **Signatures.**

(1) The signature(s) of the company officer(s) empowered to bind the Respondent, with the title of each (e.g., President, General Partner, Managing Member).

EXHIBIT “C”
MINIMUM QUALIFICATIONS FOR OWNER’S ADVISOR

q. Respondents must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel, facilities, access, equipment, systems, organization structure, operation controls, quality control, and other related factors.

r. Respondents must have the ability to obtain necessary and appropriate insurance as determined by the City-Parish or Committee.

s. Respondents must possess all professional or business licenses to conduct business in Louisiana as may be required by the work contemplated by the RFP.

t. Not less than two (2) of the Project Principals must have at least years (10) years of experience in performing similar Scope of Services

u. Respondent must demonstrate experience that, at a minimum, includes:

(1) Successful completion, as lead Owner’s Advisor, of a minimum of five (5) similar projects for governmental entities within the last ten (10) years.

(2) Demonstrated expertise and experience with electronic scheduling tools for Critical Path Method (“CPM”) such as SureTrack or equivalent or alternative types of project management software as directed by the City-Parish.

EXHIBIT “D”

**METROPOLITAN COUNCIL;
MAYOR-PRESIDENT AND SENIOR OFFICIALS;
OTHER CITY-PARISH OFFICIALS
AND COMMITTEE MEMBERS**

v. **METROPOLITAN COUNCIL**

- (1) Mayor-Pro Tempore Brandon Noel
- (2) Anthony Kenney
- (3) Rowdy Gaudet
- (4) Aaron Moak
- (5) Darryl Hurst
- (6) Cleve Dunn, Jr.
- (7) Twahna P. Harris
- (8) Denise Amoroso
- (9) Dwight Hudson
- (10) Carolyn Coleman
- (11) Laurie Adams
- (12) Jennifer Racca

w. **MAYOR-PRESIDENT AND SENIOR OFFICIALS**

- (1) Mayor-President Emile “Sid” Edwards
- (2) Chief Administrative Officer Charlie Davis
- (3) Chief of Staff
- (4)

x. **OTHER CITY-PARISH OFFICIALS**

- (1) Metropolitan Council Administrator
- (2) Parish Attorney
- (3) Finance Director
- (4) Director of Department of Public Works

y. **COMMITTEE MEMBERS**

- (1) Councilwoman Carolyn Coleman – Councilperson District 10 - Chairperson;
- (2) Jill Kidder – Visit Baton Rouge Representative - Vice Chairperson of the Committee
- (3) Josh Hollins – Mayor-President appointment;
- (4) Councilwoman Jenn Racca – Metro Councilmember appointment;
- (5) Jonathan Grimes – Arts Council of Greater Baton Rouge Representative;
- (6) Lori Melancon – Baton Rouge Area Chamber Representative;
- (7) Chris Meyer – Baton Rouge Area Foundation Representative - Secretary/Treasurer
- (8) Rodney Braxon – Build Baton Rouge Representative;
- (9) Whitney Hoffman-Sayal – Downtown Development Committee Representative;
- (10) Gary Jupiter – Hospitality Industry Representative appointed by Visit Baton Rouge; and
- (11) April Hawthorne – North Baton Rouge Economic Development Committee

Representative.

**EXHIBIT “E”
PROPOSER DISCLOSURES**

All sections in these Proposer Disclosures must be completed in full and submitted along with the Proposer’s response. This information is submitted on behalf of:

Proposer Name: _____
Phone: _____
Street Address: _____
Email: _____
City, State Zip: _____
Contact Person: _____

**ARTICLE 1
BUSINESS INFORMATION**

1.1. Business Information

- a. Name of Business (official name and DBA)
- b. Business Headquarters (address, phone and fax)
- c. If a Division or Subsidiary of another organization provide the name and address of the parent
- d. Billing Address
- e. Name of Chief Executive Officer
- f. Company Web Site Address
- g. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID Form below)
- h. Length of time in business
- i. Show number of full-time employees, on average, during the most recent fiscal year

**ARTICLE 2
STANDARD CERTIFICATIONS**

2.1. Standard Certifications

Proposer acknowledges and agrees that compliance with this subsection in its entirety for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this certificate (“**Certificate**”), Proposer certifies compliance with this Exhibit in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If the Parties determine that any Certification in this section is not applicable to this Agreement it may be stricken without affecting the remaining subsections.

- a. Proposer certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Louisiana or any other State, nor made an admission of guilt of such conduct that is a matter of record.

b. Proposer certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State or Parish agreement, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State and/or Parish agreement.

c. Proposer certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

d. Proposer certifies that if it has hired a person required to register under the Louisiana Lobbyist Registration Act to assist in obtaining this Agreement, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the Parish.

e. Proposer certifies it will report to the Louisiana Attorney General and the Parish Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractor, proposers, or employees of the State.

2.2. **Financial Disclosures**, The following provisions in Article 3 must be accurately completed and submitted by the Proposer, parent entity(ies), and subcontractor. This disclosure is submitted for (check one):

- a. Proposer:
- b. Proposer's Parent Entity(ies) (show 100% ownership):
- c. Subcontractor(s):
- d. Subcontractor's Parent Entity(ies):
- e. Project Name:
- f. Procurement Bulletin Reference #:
- g. Proposer Name:
- h. Doing Business As (DBA):
- i. Disclosing Entity Name:
- j. Disclosing Entity's Parent Entity:
- k. Instrument of Ownership or Beneficial Interest ("**Ownership Interest**") - identify which one applies:
 - (1) Sole Proprietorship:
 - (2) Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - (3) Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - (4) Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - (5) Not-for-Profit

(6) Trust Agreement (Beneficiary) Other

(7) If you selected Other, please describe: _____ :

ARTICLE 3

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

3.1. Potential Conflicts of Interest.

a. City-Parish Parties

(1) City of Baton Rouge / Parish of East Baton Rouge Metropolitan Council (“**Metro Council**”)

(a) Mayor-Pro Tempore Brandon Noel

(b) Anthony Kenney

(c) Rowdy Gaudet

(d) Aaron Moak

(e) Darryl Hurst

(f) Cleve Dunn, Jr.

(g) Twahna P. Harris

(h) Denise Amoroso

(i) Dwight Hudson

(j) Carolyn Coleman

(k) Laurie Adams

(l) Jennifer Racca

b. Mayor of Baton Rouge / President of East Baton Rouge Parish (“**Mayor’s Parties**”)

(1) Mayor-President: Sid Edwards

(2) Chief Administrative Officer: Charlie Davis

(3) Finance Director: Angie Savoy

(4) Contract Review: Paul Narcisse
Dexter Stewart

c. Project Oversight Committee (“**Committee**”)

(1) Councilwoman Carolyn Coleman – Metro Council District 10; Committee Chairperson

(2) Jill Kidder – Visit Baton Rouge Representative; Committee Vice Chairperson

- (3) Josh Hollins – Mayor-President Broome appointment
- (4) Councilwoman Jenn Racca – Metro Councilmember appointment
- (5) Jonathan Grimes – Arts Council of Greater Baton Rouge Representative
- (6) Lori Melancon – Baton Rouge Area Chamber Representative
- (7) Chris Meyer – Baton Rouge Area Foundation Representative – Committee Secretary/Treasurer
- (8) Rodney Braxton – Build Baton Rouge Representative
- (9) Whitney Hoffman – Downtown Development Committee Representative
- (10) Gary Jupiter – Hospitality Industry Representative appointed by Visit Baton Rouge
- (11) April Hawthorne – North Baton Rouge Economic Development Committee Representative

3.2. **Certification and Disclosure.** Please provide the name of the person for which responses are provided which will include for the term “you” (i) the Proposer and (ii) any person having an Ownership Interest in the Proposer:

a. Do you currently have, or in the previous 3 years have you had State and/or City-Parish employment, including contractual employment of services? Yes No

b. Has your spouse, father, mother, son, or daughter, had State and/or City-Parish employment, including contractual employment for services, in the previous 2 years?
Yes No

c. Do you hold currently or have you held in the previous 3 years elective office of the State of Louisiana, the government of the United States, or any unit of local government authorized by the Constitution of the State of Louisiana or the statutes of the State of Louisiana? Yes No

d. Do you have a relationship to anyone (including, your spouse, father, mother, son, or daughter) the parties identified above as Metro Council, Mayor’s Parties and/or the Committee (individually and collectively “**City-Parish Parties**”) currently or in the previous 2 years?
Yes No

e. Do you currently have or in the previous 3 years had compensated employment with any of the City-Parish Parties? Yes No

f. Do you hold or have you held in the previous 3 years any appointive government office of the State of Louisiana, the United States of America, or any unit of local government authorized by the Constitution of the State of Louisiana or the statutes of the State of Louisiana? Yes No

g. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State and/or City-Parish government?
Yes No

h. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist in the State or for any interest related to the City-Parish?
Yes No

3.3. **Explanation Of Affirmative Responses.** If you answered “Yes”, please provide on an additional page a detailed explanation that includes, but is not limited to the name, , the State and/or City-Parish entity or agency, and position title of each individual.

SIGNATURE OF THE CERTIFICATION

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B PROPOSAL FORM

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **2:00 PM CST on April 8, 2025** in Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

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

As set forth in the following Contract Documents:

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

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements

of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about the 2nd Quarter of 2025 (April, 2025) and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

(SIGNATURE)

(Typed Name and Title)

ATTACHMENT B-1

PRICING SCHEDULE EXAMPLE

CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE

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

Task/Milestone	Price
	\$
	\$
	\$
	\$
Maximum Proposal (Not to Exceed) Price	\$

**ATTACHMENT B-2
PROPOSER'S ORGANIZATION**

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

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No. _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

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

**ATTACHMENT B-3
CORPORATE RESOLUTION**

A meeting of the Board of Directors of _____
_____ a corporation organized
under the laws of the State of _____
and domiciled in _____ was held this ____ day
_____, 20____ and _____ was
attended by a quorum of the members of the Board of Directors.

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

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this
corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

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

I, _____, hereby certify that I am the Secretary of _____
_____, a corporation created under the laws of the State of
_____ domiciled in _____; that the foregoing is a true
and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the ____ day _____ of
_____, 20____, as said resolution appears of record in the Official Minutes of the
Board of Directors in my possession.

This ____ day of _____, 20____

SECRETARY

**ATTACHMENT B-4
AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn, did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

**Baton Rouge Convention Center Expansion and Headquarters Hotel Development Project
Project Owner's Advisor Services Request for Proposal
2024-16-4010**

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 2025.
Baton Rouge, Louisiana.

NOTARY PUBLIC

**ATTACHMENT C
CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

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

A. General Liability Insurance

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

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

B. Automobile Liability Insurance

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

Bodily Injury and

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

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

Bodily Injury and

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

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

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

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

H. The Certificate Holder should be shown as:

**City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
222 St. Louis Street
8th Floor Room 826
Baton Rouge, LA 70802**

ATTACHMENT D Federal Terms and Conditions

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

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

THE CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and may end no later than December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of THE CONTRACTOR in order to conduct audits or other investigations.

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

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.7

9. **Compliance with Applicable Law and Regulations.**

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide 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. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.

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

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
 - d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. THE CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. THE CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - d. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

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

- a. THE CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
 - b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - c. If this contract is funded by federal dollars, THE CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
23. **Debarment & Suspension.** A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

THE CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

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

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

25. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

(b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

27. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

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

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

(i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;

- (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or
 - (iii) pursue and obtain any and all other available legal or equitable remedies.
30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
31. **Copeland Anti-Kickback Act:**
- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

ATTACHMENT E

Sample Contract

This Contract, made and entered into at Baton Rouge, Louisiana, effective this __ day of ____, 20__ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as City-Parish and _____ herein referred to as the "Contractor".

Contractor shall provide consulting services as described herein for Total Compensation and Job Specifications Revision Study.

Contractor agrees to proceed, upon written notice of the Department of Human Resources with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as herein after set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall be as follows:

The Scope of Services is as defined per Attachment A, attached and made a part of this agreement.

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

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

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

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Contractor without charge all information which it has in its files which may be useful to the Contractor in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Contractor agrees to accept compensation for the services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

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

CONTRACT TIME: The term of this contract shall begin on or about ‘...’ and shall extend through grant close-out.

COMMENCEMENT OF WORK: No work shall be performed by Contractor and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained.

OWNERSHIP OF DOCUMENTS: The Contractor shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish, the Comptroller General of the United States or any of their authorized representatives shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor’s expense, at termination or expiration of this contract.

The Consultant shall maintain all records related to this agreement for a period of at least three (3) years after grant close-out.

TERMINATION OR SUSPENSION: 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 Contractor’s failure. If within 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 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 Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the 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.

The City-Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

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 30 days’ notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days’ notice in writing to that effect.

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

TERMINATION FOR LACK OF APPROPRIATED FUNDS: The City-Parish may terminate this agreement for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. For services funded by grants, the City-Parish shall have the right to terminate the contract or any issued task order for which funding is terminated.

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

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

Respondent shall act at all times hereunder as an independent contractor. Neither party shall have or exercise any control or direction whatsoever over the manner or methods by which the other party provides services and undertakes its obligations under this Agreement. No agency, employment, partnership or joint venture is intended to be created by this Agreement.

CONFLICT OF INTEREST City-Parish will require the Owner's Advisor to disclose in writing potential conflicts of interest dealing with its involvement with the City-Parish, any party identified on **EXHIBIT "E"** and/or any prospect for Master Developer during the selection process ("**Potential Conflicts of Interest**") and with the selected Master Developer on an annual basis utilizing the form attached as **EXHIBIT "E"**.

City-Parish will review the Owner's Advisor's disclosures of Potential Conflicts of Interest and make a judgment as to whether a problematic conflict exists. If it does, City-Parish may direct the Owner's Advisor as to the management, reduction, or elimination of the conflict or potentially the termination of the agreement with the Owner's Advisor to avoid the conflict in its entirety.

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

INDEMNITY: Contractor 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 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.

Contractor, 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 Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

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

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

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Terms and Conditions established in Attachment D. Contractor shall also include these Federal Terms and Conditions in any sub-contracts.

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

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

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

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

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

RECORD RETENTION: The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years from grant close-out.

ORDER OF PRECEDENCE

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

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

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

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

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

Typed Name and Title

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 25% of the contract amount.

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

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

Appendix A

SEDBE Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 1

EBE Responsiveness Form

INSTRUCTIONS

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

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

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

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

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

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

**Form 2
Good Faith Efforts
INSTRUCTIONS:**

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

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

A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.

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

D. Negotiating in good faith with interested EBEs. It is the Contractor's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.

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

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

**Form 2
Good Faith Efforts**

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

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

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

PRIME FIRM INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

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

Project Manager Representative/Inspector's Signature: _____ Date: _____

Print name: _____ Title: _____

EBRP Project Manager or SEDBELO has reviewed this form.

SEDBELO's or Authorized Owner's Representative's Signature: _____ Date: _____

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 listed city-parish departments.

Section 7

The ordinance shall be effective 180 days (May 5, 2023) following adoption and shall apply to contract 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.

Contractor's Signature

Date

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.

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