

REQUEST FOR PROPOSAL

HVAC Labor Only & Chiller Labor & Materials



Solicitation No: RFP No. 2025-07-7830

**Proposal Opening Date: April 24, 2025
Proposal Opening Time: 2:00 pm**

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

March, 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.

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Attachment C – Sample Contract

Attachment D – Federal Clauses

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Attachment F – Standard Federal Award Contractor Terms and Conditions

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REQUEST FOR PROPOSAL

FOR

HVAC Labor Only & Chiller Labor & Materials

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge and Parish of East Baton Rouge currently has a contract for **HVAC Labor Only & Chiller Labor & Materials**. It is the intent of the City-Parish to enter into a services contract with a firm to provide both highly skilled services beginning June 1, 2025 for a one year period with an option to extend four additional, successive one-year periods, upon mutual consent between the City and awarded vendor.

Situated in the southeastern part of central Louisiana, Baton Rouge is the state's capital and second largest city with an estimated population of 220,000. East Baton Rouge Parish has a population in excess of 448,000. The land area of City-Parish is 455 square miles. The parish's population density is 984.6 people per square mile. The services in this contract excludes the incorporated areas of Baker, Central, St. George and Zachary.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City of Baton Rouge/Parish of East Baton Rouge (City-Parish) governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested in providing **HVAC Labor Only & Chiller Labor & Materials services** on an as needed basis. The qualified contractor must have experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, maintenance, repair equipment, tools, incidentals and the performance of all operations necessary. The intent is to establish labor rates with an HVAC Contractor that is capable of providing the full spectrum of services repairing and installing Heating & Air Conditioning Systems of various manufacture in buildings maintained by the City-Parish Government, The City-Parish shall supply all parts, equipment, and materials required for the work.

1.1.2 Goals and Objectives

The City-Parish desires to select one consultant to provide the services described herein. The prime consultant may not subcontract the specified services without the written agreement of the City-Parish. These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or manmade disaster.

The City-Parish expects to achieve the following outcomes through a new contract.

- Obtain the lowest possible pricing with a fixed long-term price.
- Establish a cost effective contract that can provide immediate response to the City-Parish's needs.
- Establish labor rates with an HVAC contractor that is capable of providing the full spectrum of
Services repairing and installing Heating & Air Conditioning Systems of various
manufacture in
Buildings maintained by the City-Parish Government.

1.2 Definitions

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

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
1. RFP emailed to prospective proposers	March 21, 2025
2. Mandatory Pre-Proposal Conference	April 8, 2025 at 10:00 am (local time)
3. Deadline to receive written inquiries	April 9, 2025 at 5:00 pm (local time)
4. Deadline to answer written inquiries	April 12, 2025
5. Proposal Opening Date (deadline for submitting proposals)	April 24, 2025 at 2:00 pm (local time)
6. Oral discussions with proposers	To be scheduled if necessary
7. Notice of Intent to Award to be mailed	To be scheduled (approx 2-4 weeks after # 5-6)
8. Contract Initiation	June 1, 2025

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

1.4 Proposal Submittal

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

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

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

- X Proposal Name: HVAC Labor Only & Chiller Labor & Materials**
- X Solicitation No. 2025-07-7830**
- X Proposal Opening Date & Time : April 24, 2025 @ 2:00 PM CST**

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

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

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

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

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

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

1.5 Proposal Response Format

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

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

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

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, **shall** be submitted. This financial proposal **shall** include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish.

1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed original response. Five (5) additional copies of the proposal must be provided, as well as one (1) electronic copy on a CD or USB flash drive, and one (1) redacted copy of the Vendor's proposal. 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

Proposers **must** be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it **must** agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the 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."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A mandatory pre-proposal conference and job site visits will be held on April 8, 2025 at 10:00 AM CST at City Hall, Conference Room 806 located at 222 Saint Louis Street, Baton

Rouge, LA 70802. Prospective proposers **shall** participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal **shall** have at least one duly authorized representative attend the pre-proposal conference.

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

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries **shall** not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period **shall** be granted. Questions relative to the addendum **shall** be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://www.wcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein **shall** submit questions or concerns in writing to Director of Purchasing (see Sect. 1.4.6) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive 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 notification system that is resident on State Purchasing's website <https://www.wcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

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

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

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, or 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

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

E-Mail: 077830HVACChillerBR@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.

1.10 Performance Bond

Not required.

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

1.13 Material in the RFP

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

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.

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective proposers or consultants prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and should 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 Consultant 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 consultant for all work performed pursuant to its contract. That prime consultant **shall** be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime consultant acknowledges total responsibility for the entire contract.

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

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

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit 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 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 C) 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 or Proposers whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

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

1.28 Notice of Intent to Award

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

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

1.29 Right to Prohibit Award

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

under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.
Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.30 Debriefings

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

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

1.31 Insurance Requirements

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

1.32 Subcontractor Insurance

The consultant **shall** include all subcontractors as insureds under its policies or **shall** insure that all subcontractors satisfy the same insurance requirements stated herein for the consultant. (See Attachment E).

1.33 Indemnification

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

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

1.34 Fidelity Bond Requirements (Not Required)

1.35 Payment for Services

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

1.36 Termination

1.36.1 Termination of this Agreement for Cause – The City-Parish may terminate this contract for cause based upon the failure of the 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.

1.36.2 Termination of this Agreement for Convenience – The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the 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.

1.36.3 Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause **shall** be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

1.37 Assignment

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

1.38 No Guarantee of Quantities

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

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.

1.39 Audit of Records

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

1.40 Civil Rights Compliance

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

1.41 Record Retention

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

1.42 Record Ownership

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

1.43 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.

1.44 Contract Changes

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

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

1.45 Substitution of Personnel

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

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

1.46 Governing Law

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

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.47 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It **must** be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest **must** be received within seven (7) days from the date the basis of the protest was, or should have been known.

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

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

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after

all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.48 Proposer's Certification of No Suspension or Debarment

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

SCOPE OF WORK Part I HVAC Labor Only

The City-Parish is soliciting proposals in order to obtain the services of a qualified contractor having experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, maintenance, repair equipment, tools, incidentals and the performance of all operations necessary as described herein.

GENERAL. The intent of this solicitation is to establish labor rates with an HVAC contractor that is capable of providing the full Spectrum of services repairing and installing Heating & Air Conditioning Systems of various manufacture in buildings maintained by the City-Parish Government. The City-Parish shall supply all parts, equipment and materials required for the work. The vendor must have enough employees to perform Preventative Maintenance on all City Parish A/C units daily.

Some of the brands to be serviced are TRANE, YORK and RHEEM, but repairs are not limited to these brands.

A dollar volume of business is not implied or guaranteed since the contractor will be requested to handle the overflow work of the City of Baton Rouge.

PROCEDURES. The hourly labor rate shall include one mechanic, truck, maintenance equipment, tools, materials and incidentals needed to perform maintenance services on the City's heating and air conditioning systems.

City-Parish shall pay only for actual hours worked, at the jobsite, for the number of contract personnel authorized for the work. Minimum charges or call out charges shall not be paid. Travel expenses shall not be paid.

Overtime hourly rate shall be paid only for these hours authorized for City-Parish to be worked before or after normal business hours. Overtime rate shall not exceed 1-1/2 times the regular hourly rate and should be authorized in advance.

Contractor shall furnish to City-Parish a written estimate on any emergency call-out prior to any work being done. The estimated length of time to complete the repair(s) as well as a list of parts needed for the repair.

Maximum acceptable response time is one (1) hour. Contractor's mechanic must be available for 24 hour call out.

The Contractor shall respond only to a call out from designated personnel, currently:

1. Building Maintenance: Jason Ganaway, Kyle Allgood and Jeremy Kirkwood.
2. Fire Department Communications Division: Scott Pertuis, Jared Robertson, Jerome Robertson,
John Werchan and Paul Stockstill.
3. Baton Rouge Library System: Alvin Rattle and Billy Ray.

CONTRACTOR REQUIREMENTS. Contractor shall supply all tools of the trade for his personnel. Contractor shall have a Class A license, and any other state and local licenses required to perform the work specified in this contract.

Proposer shall provide proof of contractors' license with their proposal. Contractor must be an authorized service technician with Fulton Factory Training and must provide proof of Fulton Factory Training by providing valid certificates as appropriate.

Heating and Air Conditioning labor shall include service technicians with a minimum of five (5) years direct exchange and chill/hot water systems, hydro piping certified welders and pipe fitters, sheet metal duct fabricators and installers, control technicians and insulation installers.

Proposer must provide proof of technician's experience with their proposal along with certification.

Complete the Technician Roster as appropriate.

TECHNICIAN ROSTER

List technician's name, years of experience, training certificates/licenses and work experience. Add additional pages as required.

TECHNICIAN'S NAME	YEARS OF EXPERIENCE	TRAINING CERTIFICATES/LICENSES	WORK EXPERIENCE
TECHNICIAN'S NAME	YEARS OF EXPERIENCE	TRAINING CERTIFICATES/LICENSES	WORK EXPERIENCE
TECHNICIAN'S NAME	YEARS OF EXPERIENCE	TRAINING CERTIFICATES/LICENSES	WORK EXPERIENCE

SCOPE OF WORK
PART II
Chiller Labor and Materials

The City Parish is soliciting services of a qualified contractor having experience not only in Heating and Air Conditioning Repairs but also in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations necessary as described herein.

The intent of this solicitation is to establish a relationship with a HVAC contractor that is capable of providing the full spectrum of services consisting of maintenance and repair of the heating, ventilating, air conditioning systems, subsystems and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage.

There are two different types of work anticipated under this facet of the contract 1) inspections and 2) preventative maintenance/general and emergency repairs to restore operation of the systems. Prospective proposers are being required to provide costs for a fixed rate preventative maintenance contract, which shall include charges for all filters, belt, other related materials associated with the performance of preventative maintenance, labor and overhead for each facility.

Charges for general and emergency repairs to the systems will be on a time and material basis, with the scope of work to be mutually agreed upon by the City and the contractor. The contractor must be capable of making repairs or replacing parts such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping or other appurtenances used to control the temperature, humidity and air flow, and electrical lines, mechanical and control components are included.

The Contractor shall furnish all labor, equipment, parts and materials to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The Contractor shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.

Inspections shall be performed on an annual (one time per year) and/or quarterly (four times per year) basis during normal working hours (Monday through Friday, between the hours of 8:00 am through 5:00 pm) and must be pre-scheduled and coordinated with the City. The agency will be responsible for scheduling annual and quarterly inspections.

Preventative Maintenance/Repairs: The included general specifications set forth activities that the City expects the Contractor will perform on the HVAC systems serving City-owned facilities. The prospective Contractor shall provide a fixed rate basis for performing this work for each system identified.

All equipment is assumed to be in proper working order.

Contractor is required to perform routine maintenance and to diagnose, repair or replace components on the TRANE chillers listed.

Eddy current testing shall be conducted on condenser tubes during the annual inspection and tube brushing. This will be done one chiller per year on a rotating basis and per owner's request; for the Central Mechanical Building only. Contractor shall provide a full inspection report to the customer of any signal inconsistencies.

Material and Workmanship

Contractor shall ensure that any PC-based software utilized will be able to analyze, diagnose, and service all the equipment listed in this contract. Technicians must have a laptop PC with software to connect to all chillers covered by this contract where applicable. Technicians must have a minimum of 7 years experience repairing TRANE centrifugal chillers 1,000 tons and above. Vendor technicians must provide proof of TRANE certificate of completion for the following: CenTraVAC (Centrifugal Vacuum) System Operation and Maintenance and RTAC (Rotary Air Cooled – Sequence C) Service or CenTraVac (Centrifugal Vacuum) system Operation and Maintenance and RTAF (Rotary Air Cooled – Sequence F) Rotary Chillers. TRANE certificates of completion and a completed technicians roster that shows technicians' names, TRANE years of experience, TRANE certificates of completion, and TRANE work experience must be included with the proposal.

All labor, materials, apparatus and appliances essential to maintain complete functioning of the systems described or indicated herein, or which may be reasonably implied as essential whether mentioned in the contract documents or not, shall be furnished by the Contractor. In

case of doubt as to the work intended, or in the event of need for explanation thereof, the Contractor shall request supplementary instructions from the City Parish.

The Contractor shall provide all necessary rigging, equipment, tools and materials. All rigging, equipment, tools and materials must be in proper working condition.

Contractor shall maintain a documented stock of at least 100% of the oil charge for one of each model chiller in this contract. Contractor shall provide written certification of compliance with this requirement during the contract term. The Contractor shall have access to an OEM parts center site with 24/7 access to OEM replacement parts. If additional time is needed, the City Parish must be notified of any delays due to the inability to locate supplies.

The right to judge the quality of material or procedures that deviate from the contract documents remains with the City Parish.

The City Parish will supply refrigerant found to be needed during inspection or emergency call-out. **In the event the City Parish does not have enough refrigerant on hand, contractor will be required to supply refrigerant.**

It is the policy of City Parish to require service practices needed to contain, conserve, and reuse refrigerants, preventing their escape into the atmosphere. Vendor shall utilize refrigerant management software (RMS) to capture, manage, and report refrigerant activity. The refrigerant activity report form must be used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted and checked by City Parish personnel. Annually, the contractor must print a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by the contractor for each piece of equipment, and can be used to satisfy reporting requirements.

ANNUAL AND QUARTERLY INSPECTIONS

- A. Annual and quarterly inspections shall be performed as requested by agency. Contractor must submit a written inspection report noting any malfunctions and/or necessary repair, length of time estimated to complete the repair, and the required readings as stated in the specifications to the City Parish, within ten (10) days of the inspection. Payment for service or repair will not be made until a completed inspection report has been received.
- B. Contractor shall be available for emergency call-outs in the event a problem arises between scheduled inspections. Labor rates for emergency call-outs during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays) will be billed at the same hourly rate as the annual inspections. **RESPONSE TIME SHALL BE WITHIN 4 HOURS OF NOTIFICATION.**

Specifications & Scope of Work for Annual Inspections

- A. Comprehensive Inspection Service:

1. Report in with customer representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with customer for operational problems and trends.
4. Update chiller software & calibrate operation of chiller.

B. General Assembly Check and Record Refrigerant Level

1. Inspect for leaks and report leak results
 - a. The refrigerant should be correct before starting the leak check. To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electronic blankets) must be used to pressurize the vessels.
 - b. In order to use EPA-recommended methods, certain conditions must be met: (A) the isolation valves on the chilled water and condenser water lines must shut off the circulation completely, (B) the temperature of the equipment room should be 70 degrees F or higher, (C) access connections to the condenser to the condenser water and chiller water circuits must be provided (customer responsibility). If these conditions cannot be met, the refrigerant must be removed and the vessel pressurized, using dry nitrogen and a trace gas. This additional procedure is outside the scope of work.
 - c. Calculate refrigerant loss and report to the customer.
 - d. Repair minor leaks as required (e.g. valve packing, flare nuts).
 - e. Check vanes for free and smooth operation.
 - f. Check mechanical linkages for wear
2. Purge:
 - a. Check purge unit controls for proper operation.
 - b. Check and clean purge drum as required.
 - c. Clean the condenser coil.
 - d. Clean strainers and replace filters
 - e. Check the purge compressor assembly for leaks.
 - f. Check the purge unit for proper operation.
3. Controls and Safeties:
 - a. Verify microprocessor program at startup and compare to original specifications.
 - b. Inspect the control panel for cleanliness.
 - c. Inspect wiring and connections for tightness and signs for overheating and discoloration
 - d. Verify the operation of the vane control system.
 - e. Verify the working condition of all indication/alarm lights and LED/LCD displays
 - f. Verify the operation of the oil sump temperature control device.
 - g. Test high condenser pressure safety device. Calibrate and record setting.
 - h. Test low evaporator temperature safety device. Calibrate and record setting.
 - i. Test low oil pressure safety device. Calibrate and record setting.
 - j. Test high motor temperature safety device. Calibrate and record setting.
 - k. Test operation of chilled water pump and condenser water pump starter auxiliary contracts.

4. Lubrication System:
 - a. Pull oil sample for spectroscopic analysis.
 - b. Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
 - c. Measure and record the oil pump voltage and amperage.
 - d. Verify the operation of the oil heater. Measure amps and compare readings with the watt reading of the heater.
 - e. Change the oil filter.
 - f. Verify the oil level.
5. Motor and Starter:
 - a. Clean the starter and cabinet.
 - b. Inspect the wiring and connections for tightness and signs of heating and discoloration.
 - c. Check condition of the contacts for wear and pitting.
 - d. Check contactors for free and smooth operation.
 - e. Check the mechanical linkages for wear, security, and clearances.
 - f. Check tightness of the motor terminal connections.
 - g. MEG the motor and record reading.
 - h. Verify the operation of the electrical interlocks.
 - i. Provide a written report of completed work, operation log, and indicate any uncorrected deficiencies detected.
6. Annual tube cleaning on condenser tubes shall be included in the annual inspection of chillers. Eddy Current Testing on a rotating schedule on chiller per year setup by owner during the inspection for the Central Mechanical Building only.

Specification & Scope of Work for Quarterly Inspections

- A. Comprehensive Inspection Service:
- B. Update the chiller software & calibrate operation of chiller
- C. Check the microprocessor program at startup and compare the original Trane specifications.
- D. Check operation of purge system.
- E. Check operation of control circuit.
- F. Check operation of compressor motor and starter.
- G. Check operation of lubrication system including oil pump.
- H. Take operation log of all operating parameters.
- I. Provide written report of inspection and recommendation to the City Parish.

SCOPE OF WORK FOR PREVENTIVE MAINTENANCE / REPAIRS NOT INCLUDED IN ANNUAL / QUARTERLY INSPECTIONS

- A. Labor for repairs made at the time of the inspections as well as during emergency call-out during normal working hours will be paid at the same hourly rate quoted for the annual/quarterly inspections which are also to be performed during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.). RESPONSE TIME SHALL BE WITHIN 4 HOURS OF NOTIFICATION. During declared emergency events, the City of Baton Rouge shall have priority service.
1. All parts that are needed for repairs will be supplied by the original equipment manufacturer from a list provided by contractor and will be delivered on site as soon as possible. Every effort will be made to insure delivery of parts for repairs on a timely basis. The City Parish will pay labor only on the hours actually worked only and not for time spent waiting for parts. Vendor travel time to and from City-Parish jobsites is to be included in any of the contracted labor rates.
 2. Contractor shall issue a best contractor parts pricing level to the City Parish for original equipment manufacturer parts needed for all repairs. NOTE: Any parts item with a net discount price in excess of \$5,000 is excluded from this contract.
 3. Contractor shall furnish to City Parish a written estimate on any emergency call-out prior to any work being done. The estimated length of time to complete the repair(s) as well as a list of parts needed for the repair

CLEANUP AND DISPOSAL

- A. Contractor shall clean up and remove all excess material and debris, from the premises all debris resulting from his work, and shall see to it that all the items furnished are left in good order, broom cleaned and properly installed. This contract shall be in strict accordance with the specifications and special conditions contained herein.
- B. City Parish shall have first salvage rights on all materials and debris.

JOB SITE VISIT CERTIFICATION - EQUIPMENT LIST – SITE LOCATIONS

This form must be completed by both the PROPOSER and a City Parish representative and must be submitted with the proposal

TRANE CHILLERS		
SITE CODE - LOCATION	MODEL NUMBERS / SERIAL NUMBERS	CITY PARISH REPRESENTATIVE
D1 - 444 St. Louis Street (Central Mechanical Building)	CVHE063 / L90A00011	
	CVHE125 / L90A00012	
	CVHE125 / L90A00015	
	CVHF128 / L10J05269	
	CVHF130G / L03C03334	
D2 - 2867 Issac Boulevard (Parish Prison)	CVHE045R / L87M05862	
	CVHE045G / L87M05861	
D3 - 2013 Central Road (Jewel Newman Community Center)	RTAA0804XL01A3CO / U00L05471	
D4 - 1100 Laurel Street (Public Works Building)	RTAC2254URON / U09D03879	
D5 - 1755 Florida Street (Human Resources Building)	CGWCD106RDNKK62K / L87E02423	
D6 - 427 Laurel Street (Public Works Building)	CCWCC606MDNGG62K / L88B00858	
D7 - 329 Chippewa Street (Public Works Building)	CGWBC606MANGG42K / L83M16351	
	CGWBC606MANGG42K / L84B17574	
D8 - 4030 T. B. Herndon Avenue (Coroner's Office)	CGAM035A2W02AX02A1A1 / U20J83018	
D9 - Traffic Engineering	CGWR065AA0E00T000011000 5340A-01	
L1 - 3501 Groom Road (Baker Branch Library)	RTWA0804YE01C3DOW / U00A04627	
L2 - 9200 Bluebonnet Boulevard (Bluebonnet Library)	RTHB150FLF00LWP000UNN 3LF2LFV0QUO / U04009254	
L3 - 11260 Joor Road (Central Branch Library)	RTHB150FLF00LWP000UNN3LF2LF V0QUO / U04009254	
L4 - 3351 Lorraine Street (Delmont Gardens Library)	RTAA0704XMO1A3COBD / U01G01139	
L5 - 6222 Jones Creek (Jones Creek Regional Library)	RTAA080AYOO1A3COBD / U04C04639	
L6 - 11300 Greenwell Springs Road (Greenwell Springs Library)	RTWA1254XA0101D1WN / U96E04577	
L7 - 13600 Pride Port Hudson (Pride/Chaneyville Library)	CGAFC60EAHA1 / C04D03680	
L8 - 7373 Scenic Highway (Scotlandville Branch Library)	RTAA1004XL01A3COB / U00601855	
Contractor Name	Contractor Representative (Print)	Contractor Representative Signature

ANNUAL PROPOSALS FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS/LABOR

1. The City-Parish's intent to award this proposal to a vendor or vendors to enable agencies to acquire original manufacturer's parts in a timely manner. Consideration will be given to price, availability, service, and location in placing orders. Specific quantities are not guaranteed as parts will be purchased on an as needed basis.
2. This proposal shall establish prices for the purchase and delivery of Original Equipment Manufacturer's replacement parts. Also requested is an hourly labor rate for repairs and/or parts installation done by an authorized equipment manufacturer's service facility or by authorized equipment manufacturer's service mechanic(s) at various City-Parish facilities, or job site locations within East Baton Rouge Parish (call out).
3. Vendor must maintain a reasonable supply of original equipment manufacturer's parts.
4. Proposals must be based on latest (current) manufacturer published price list(s). Price lists bid must be firm for a minimum six (6) months after award. Vendor shall bid a fixed discount from their price list(s) that will remain constant. New manufacturer published price list(s) may be utilized after six (6) months. Requests for price list(s) updates shall be received a minimum of thirty (30) days prior to effective date of increase. However, the City-Parish reserves the right to accept such changes in price list(s) or to cancel the contract and rebid.
5. Current manufacturer price list(s) must be submitted within five (5) days of request for such. Failure to do so may cause the bid to be rejected. Vendor may be requested to arrange for direct mailing of manufacturer's catalogs and price updates to the City-Parish DPW Buildings and Grounds Division.
6. The City-Parish reserves the right to return any items for merchandise credit, including obsolescence. Invoice copies cannot be supplied to vendor for returned items.
7. This proposal will apply only to Original Equipment Manufacturer's parts and authorized Equipment Manufacturer's service (labor). Grey Market Goods are expressly excluded. This agreement is non-exclusive and shall not in any way preclude the City-Parish from soliciting bids or entering into similar agreements and/or arrangements to procure similar, equal, or like goods and/or services from other entities or sources during the contract period.
8. Vendor shall maintain the proper insurance coverage, which will insure any City-Parish equipment/ vehicle for any loss or damage while at vendor's facility. An insurance certificate indicating vendor's coverage should be enclosed with this proposal and must be submitted within three (3) days of request.

ORIGINAL EQUIPMENT MANUFACTURER PARTS & LABOR

DEFINITIONS:

1. Manufacturer's Current Price List:

Manufacturer's published suggested prices for parts at the time of the bid.

2. Original Equipment Manufacturer (OEM):

A supply management term for the purchase of parts and material directly from the manufacturer of the equipment or from an authorized reseller. For example, Ford automotive replacement parts would be purchased from an authorized Ford reseller.

3. OEM Service Provider:

Resident business that is authorized by the manufacturer to sell and/or service their products. (Local vendor/dealer – synonymous).

4. Restocking Charge:

Percentage/fee charged by vendor/dealer for putting returned parts not due to obsolescence back in their inventory.

5. Obsolescence:

Parts supplied by the vendor/dealer which become obsolete to the agency shall be accepted for return and full credit to the agency's account. The price credited shall be the same as the purchase price, and no restocking charges shall be allowed. The term "obsolete" as used in this contract is defined to mean "obsolete to the agency". As the agency changes equipment makes and models, the parts may become obsolete to the agency in an undeterminable period of time. This does not necessarily mean the parts are obsolete on the open market.

6. Overnight Delivery Charge:

Fee charged for agency requesting expedited/overnight delivery of parts. Requires prior approval of City-Parish representative.

7. Vendor/Dealer Labor Rate:

Hourly rate charged for labor by the vendor or dealer on a requested repair.

8. Call Out:

A request for a vendor/dealer to go out to a jobsite to perform a repair (not at the vendor/dealer facility).

9. Vendor/Dealer Field Labor Rate:

Hourly rate charged for labor on repairs performed on a call out.

10. Grey Market Goods:

Usually refers to the flow of new goods through distribution supply channels other than those authorized or intended by the manufacturer or producer. For example, goods intended to be only sold in Europe but eventually find their way for sale and use in the United States market. Goods being sold outside of normal distribution channels by companies which may have no relationship with the producer of the goods. (The original manufacturer may not honor the product warranty on grey market goods.)

TRANE CHILLER SITE LOCATIONS

*** NOTE: THE CITY PARISH RESERVES THE RIGHT TO ADD OR DELETE ANY LOCATION
AND/OR EQUIPMENT FROM THE CONTRACT AT ANY TIME

SITE CODE - LOCATION	MODEL NUMBERS / SERIAL NUMBERS / REFRIGERANT
D1 - 444 St. Louis Street (Central Mechanical Building)	CVHE063 / L90A00011 – R-11
	CVHE125 / L90A00012 – R-11
	CVHE125 / L90A00015 – R-11
	CVHF128 / L10J05269 – R-123
	CVHF130G / L03C03334 – R-123
D2 - 2867 Issac Boulevard (Parish Prison)	CVHE045R / L87M05862 – R-123
	CVHE045G / L87M05861 – R-123
D3 - 2013 Central Road (Jewel Newman Community Center)	RTAA0804XL01A3CO / U00L05471 – R-22
D4 - 1100 Laurel Street (Public Works Building)	RTAC2254URON / U09D03879 – R-134A
D5 - 1755 Florida Street (Human Resources Building)	CGWCD106RDNKK62K / L87E02423 – R-22
D6 - 427 Laurel Street (Public Works Building)	CCWCC606MDNGG62K / L88B00858 – R-22 & R-427A
D7 - 329 Chippewa Street (Public Works Building)	CGWBC606MANGG42K / L83M16351 – R-22
	CGWBC606MANGG42K / L84B17574 – R-427A
D8 - 4030 T.B. Herndon Avenue (Coroner's Office)	CGAM035A2W02AX02A1A1 / U20J83018
D9 - Traffic Engineering	CGWR065AA0E00T000011000 5340A-01
L1 - 3501 Groom Road (Baker Branch Library)	RTWA0804YE01C3DOW / U00A04627 – R-22
L2 - 9200 Bluebonnet Boulevard (Bluebonnet Library)	RTHB150FLF00LWP000UNN3LF2LFV0QUO / U04009254 – R-22
L3 - 11260 Joor Road (Central Branch Library)	RTAA0704XMO1A3COBD / U01G01139 – R-22
L4 - 3351 Lorraine Street (Delmont Gardens Library)	RTAA080AYOO1A3COBD / U04C04639 – R-22
L5 - 6222 Jones Creek (Jones Creek Regional Library)	RTWD130F2B02A1A1AA1A / U10G07982 – R-1234A
L6 - 11300 Greenwell Springs Road (Greenwell Springs Library)	RTWA1254XA0101D1WN / U96E04577 – R-22
L7 - 13600 Pride Port Hudson (Pride/Chaneyville Library)	CGAFC60EAHA1 / C04D03680 – R-22
L8 - 7373 Scenic Highway (Scotlandville Branch Library)	RTAA1004XL01A3COB / U00601855 – R-22

TECHNICIANS ROSTER

List technicians name , Trane years of experience, Trane certificates of completion, and Trane work experience. Add more pages, if necessary.

TECHNICIAN NAME	TRANE YEARS OF EXPERIENCE	TRANE CERTIFICATES	TRANE EXPERIENCE	WORK

**PRICING SCHEDULE
PART I
HVAC Labor Only**

All items must be bid. A blank space, Zero or NA may be considered as NO BID; Zero (0), N/A or a blank space on the pricing schedule page may be considered NO BID and may cause your proposal to be deemed non-responsive.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	Regular Hourly Rate Monday thru Friday 7:00 AM – 8:00 PM	6,500	HOUR	\$ _____	\$ _____
0002	Overtime Hourly Rate Nights, Weekends and City-Parish Holidays	400	HOUR	\$ _____	\$ _____

NOTE: All prices shall include all supplies fuel charges and any other fees that may relate to the delivery of these products.

**PRICING SCHEDULE
PART II
Chiller Labor and Materials**

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	LABOR RATE FOR ANNUAL/QUARTERLY INSPECTIONS AND CALL-OUTS DURING NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0002	LABOR RATE FOR CALL-OUTS AFTER NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0003	LABOR RATE FOR WEEK-END CALL-OUTS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0004	LABOR RATE FOR HOLIDAY CALL-OUTS - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0005	REFRIGERANT – IN THE EVENT CITY PARISH CANNOT SUPPLY (DuPont R-11, R-22, R-123, R-1234A, R-427A or Approved Equal. Bidders must submit product label, material safety data sheet and EPA registry number with bid. Brand Bid: _____	1	Price List Used & Date of Issue _____	Discount % _____	
0006	ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS or equal NOTE: The City-Parish reserves the right to seek additional part quotes if contractor's pricing is deem unacceptable. All parts shall be incorporated as if in the original maintenance agreement.	1	Price List Used & Date of Issue _____	Discount % _____ _____	

Note: Normal working hours are Monday through Fridays, 8:00 a.m. to 5:00 p.m.

Weekends are Saturday and Sunday The following are considered City Parish holidays; the dates may change but the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and a Floating Holiday (normally the day after Thanksgiving).

For Item 0005 and Item 0006, a number (without decimal) from 0 to 100 must be entered (0% = 0, 10% = 10, 25% = 25, 33% = 33, ...100% = 100).

AWARD CALCULATION MATRIX PART II

Chiller Labor and Materials

Calculations below are based on estimated Refrigerant cost of \$5,000.00 and Parts cost of \$50,000.00. For Item 0005 and Item 0006, a number (without decimal) from 0 to 100 must be entered (0% = 0, 10% = 10, 25% = 25, 33% = 33, ...100% = 100).

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	LABOR RATE FOR ANNUAL/QUARTERLY INSPECTIONS AND CALL-OUTS DURING NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	(A) Per Hour	(B) \$ _____	(C) \$ _____
0002	LABOR RATE FOR CALL-OUTS AFTER NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	(D) Per Hour	(E) \$ _____	(F) \$ _____
0003	LABOR RATE FOR WEEK-END CALL-OUTS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	(G) Per Hour	(H) \$ _____	(I) \$ _____
0004	LABOR RATE FOR HOLIDAY CALL-OUTS - Vendor travel time to and from City-Parish jobsite is included	1	(J) Per Hour	(K) \$ _____	(L) \$ _____
0005	REFRIGERANT – IN THE EVENT CITY PARISH CANNOT SUPPLY (DuPont R-11, R-22, R-123, R-1234A, R-427A or Approved Equal. Bidders must submit product label, material safety data sheet and EPA registry number with bid.	1	(M) Discount % _____	(N) ESTIMATED COST: \$5,000.00	(O) COST \$ _____
0006	ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS or equal All parts shall be incorporated as if in the original maintenance agreement.	1	(P) Discount % _____	(Q) ESTIMATED COST: \$50,000.00	(R) COST \$ _____ -
TOTAL					(S) \$ _____ -

The vendor with the LOWEST TOTAL (\$) will be considered for contract award

$$C = (A * B)$$

$$F = (D * E)$$

$$I = (G * H)$$

$$L = (J * K)$$

$$O = 5,000 * (1.00 - (M / 100))$$

$$R = 50,000 * (1.00 - (P / 100))$$

$$S = C + F + I + L + O + R$$

2.1.1 Location of Work

The consultant **shall** conduct the work on the City of Baton Rouge, Parish of East Baton Rouge buildings as specified.

2.2 Period of Agreement

This contract **shall** commence upon the issuance of a Notice to Proceed by the Department representative and **shall** continue through May 31, 2026. For the purposes of this RFP, the anticipated Notice to Proceed is June 1, 2025. This contract will have the option of four annual renewals, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

2.3 Price Schedule

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

2.4 Deliverables

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

2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed are all areas of the City of Baton Rouge, Parish of East Baton Rouge, excluding the incorporated areas of Baker, Central, St. George and Zachary.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. Charges **must**, at a minimum, include the hourly rates for the positions/items listed on the Pricing Schedule.

2.6.2 Technical

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

- Proposer has provided proof of current certifications and licenses as required in the RFP
- Years of experience of technicians
- Emergency/after hour availability and response time
- Preventive maintenance program
- Customer References

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.

3.1 Financial Proposal (40 Points)

The proposed price for calculation is the total annual cost estimate based on the pricing schedule. The number of points earned equals the lowest proposal price divided by the vendor's proposal price and multiplied by 40 for the total number of points earned.

Examples:

Proposer No. 1

TOTAL ANNUAL COST - \$ 100,000

$\$100,000/\$100,000 = 1.00 \times 40 = 40$ points

Proposer No. 2

TOTAL ANNUAL COST - \$ 110,000

$\$100,000/\$110,000 = 0.91 \times 40 = 36.4$ points

3.2 Technical Proposal (50 Points)

Proposer **shall** demonstrate its understanding of the scope of work. The following criteria are of importance and relevance to the evaluation of this RFP. Such factors may include but are not limited to:

- Proposer has provided proof of current certifications and licenses as required in the RFP. – 15 points
- Years of experience of technicians – 5 points
- Emergency/after hour availability and response time – 10 points
- Preventive maintenance program – 15 points
- Customer References – 5 points

3.3 Socially and Economically Disadvantaged Business Enterprise (SEDBE) Initiative (10 Points)

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

The City of Baton Rouge and Parish of East Baton Rouge's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. Bidders, Respondents, and Proposers **must** comply with the Program. Copies of these documents are available upon request from City of Baton Rouge and Parish of East Baton Rouge ("City-Parish") Purchasing Division, 222 St. Louis

Street, 8th Floor, Room 826, Baton Rouge, LA 70802. For questions or clarification about the Program, please contact the SEDBE Liaison Officer at the Purchasing Division, at (225) 389-3259.

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

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

Bidders 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.

City-Parish may set project goals on a project specific basis as noted on the Public Notice to Bidders or Advertisement for bids. Bidders are encouraged to exceed these goals.

If a Bidder does not meet the full EBE goal, then written documentation **must** be provided showing their good faith efforts to secure EBE participation, the unavailability of potential EBE firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDBE Liaison Officer. Failure to obtain an EBE **shall** not be a determining factor for awarding a contract.

In conjunction with the RFP scoring (10 points maximum), the City has determined that points will be awarded if certified as a SEDBE vendor with the City of Baton Rouge/Parish of East Baton Rouge. The complete requirements of the "Socially and Economically Disadvantaged Business Enterprise" are included in Attachment H.

PART IV – PERFORMANCE STANDARDS

4.1 Performance Requirements

A. Laws to be Observed: The consultant **shall** keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He **shall** at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and **shall** indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is

specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties **shall** remain as imposed by the law. Any litigation arising under or related to the Contract, or the bidding or award thereof **shall** be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

B. Public Safety and Convenience: The safety of the public and the convenience of traffic **shall** be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway **shall** be kept open to traffic. The consultant **shall** confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Department representative. Equipment and/or vehicles **shall** not be left such that they cause obstructions to driveways or roadways. Disabled or broken equipment **shall** be moved to a location where it will not cause a hazard for traffic. In no case **shall** disabled or broken equipment be left unattended.

C. Protection of Property: The consultant **shall** take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the consultant, the consultant **shall** immediately notify the Department as to the extent and location of said damage.

All expenses incurred by the Department for repair work, whether by its own forces or by a third party, **shall** be deducted from a payment/estimate due the consultant or the consultant **shall** be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the Department. The consultant and its surety **shall** be solitarily liable to the Department for all such Department expenses, whether or not such expense is in excess of any amount due the consultant under the contract.

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

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

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

4.2 Performance Measurement/Evaluation

A. Authority of Department Representative: The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality

or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant.

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

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

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

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

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

PART V – FEDERAL CLAUSES

5.1 Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies **shall** not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Service Provider fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Service Provider will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Service Provider elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

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

5.2 Equal Employment Opportunity

During the performance of this Agreement, the Service Provider agrees as follows:

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

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

2. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision **shall** not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Service Provider's legal duty to furnish information.

4. The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Service Provider's commitments under this section, and **shall** post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Service Provider and sub-contractors 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 Service Providers and sub-contractors 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.

5.3 Compliance with the Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 unsanitary, 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.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

5.4 Davis-Bacon and Copeland Anti-Kickback Act

The Service Provider **shall** comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Service Provider is 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, the Service Provider is required to pay wages not less than once a week.

The Service Provider **shall** comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the 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 Service Provider is 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.

5.5 Rights to Interventions Made Under a Contract or Agreement

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

5.6 Clean Air Act

The Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

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

The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.7 Energy Policy and Conservation Act

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

5.8 Clean Water Act

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

5.9 Federal Water Pollution Control Act

The Service Provider 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.

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

The Service Provide agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.10 Suspension and Debarment

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

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

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

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

5.11 Byrd Anti-Lobbying Act

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

5.12 Procurement of Recovered Materials

Service Provider **shall** comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the 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 item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.11 Prohibition on Contracting for Covered Telecommunications Equipment or

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

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

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

5.13 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

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

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

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

5.14 Prohibition on Contractor for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1. This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2.

By necessary implication and

regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

(e) Subcontracts. The Contractor **shall** insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

5.15 Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16 Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17 DHS Seal, Logo and Flags

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

5.18 Compliance with Federal Law, Regulations and Executive Orders

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

5.19 No Obligation by the Federal Government

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

5.20 Program Fraud and False or Fraudulent Statement or Related Acts

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

5.21 Termination for Cause

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

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

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

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

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

5.22 Termination for Convenience

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



ATTACHMENT A
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time April 24, 2025 by the Purchasing Division, 222 Saint Louis Street, City Hall, Room 826, Baton Rouge, LA 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:

RFP No. 2025-07-7830 – HVAC Labor Only and Chiller Labor & Materials

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 Appendices.)
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 June 1, 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 Consultant wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

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

(SIGNATURE)

(Typed Name and Title)

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

PROPOSERS'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

AFFIDAVIT

STATE OF LOUISIANA
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:

RFP No. 2025-07-7830 – HVAC Labor Only and Chiller Labor & Materials

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

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 _____, 2025
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 _____ 2025, as said
resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2025

SECRETARY

ATTACHMENT B
Sample Contract - RFP No. 2025-07-7830
HVAC Labor Only and Chiller Labor & Materials

PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ____ day of _____, 2025 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as "City-Parish" on behalf of the Department of Buildings and Grounds, and **Service Provider**, hereinafter referred to as "Service Provider".

Article I: Term

This contract **shall** commence upon the issuance of a Notice to Proceed by the Department representative and **shall** continue through May 31, 2026. For the purposes of this RFP, the anticipated Notice to Proceed is June 1, 2025. This contract will have the option of four annual renewals, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Buildings and Grounds herein referred to as the "DBG" as defined per Part II, attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### dated *Month Day, Year*.

Article III: Status of Service Provider

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

Article IV: Conflict of Interest and Louisiana Code of Ethics

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

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

Article V: Insurance

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

Article VI: Indemnification

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

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

Article VII: Cybersecurity Prerequisites

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

Article VIII: Compensation

The City-Parish **shall** pay and Service Provider agrees to accept the unit prices in Pricing Schedule as full compensation for the professional services to be performed under this contract. Prior to each NTP a task order will be issued for a not to exceed amount based on estimated quantities.

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

Article IX: Inspection of Books and Records

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

Article X: Record Retention

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

Article XI: Complete Agreement

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

Article XII: Contract Modifications

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

Article XIII: Termination for Convenience

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

Article XIV: Termination for Cause

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

The Service Provider 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 the agreement, provided that the Service Provider **shall** give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product **shall** be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

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

Article XVI: Governing Law and Venue

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

Article XVII: Federal Clauses

Attachment D contains federal clauses that were included in the RFP for this contract. These federal clauses are mandatory if Federal Funds are utilized. On this particular contract, the most common instance where federal funding would be used is in response to a declared disaster where FEMA reimbursement is requested for damages to City-Parish equipment. By signing this contract, the Service Provider acknowledges the use of and agrees to comply with these federal clauses if this contract is used in response to a declared disaster.

Article XVIII: SEDBE Program

The City of Baton Rouge and Parish of East Baton Rouge's Socially and Economically Disadvantaged Business Enterprise (SEDBE) Program is made part of this contract. The complete requirements of the SEDBE Program are included in Attachment H.

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

SIGNATURES ON NEXT PAGE

WITNESSES

**CITY OF BATON ROUGE
and
PARISH of EAST BATON ROUGE**

Approved:

**Joseph Butler, Director
Department of Buildings & Grounds**

Approved as to form:

Office of the Parish Attorney

**Emile "Sid" Edwards
Mayor-President**

Date

VENDOR

Name

Title

Attachment D Federal Clauses

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies **shall** not be construed as a waiver of any legal remedies the City-Parish may have as to any subsequent breach of service.

If the Service Provider fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Service Provider will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Service Provider elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

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

Equal Employment Opportunity

During the performance of this Agreement, the Service Provider agrees as follows:

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

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

2. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision **shall** not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Service Provider's legal duty to furnish information.
4. The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Service Provider's commitments under this section, and **shall** post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each sub-contractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Service Provider and sub-contractors 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 Service Providers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 unsanitary, 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.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Davis-Bacon and Copeland Anti-Kickback Act

The Service Provider **shall** comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Service Provider is 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, the Service Provider is required to pay wages not less than once a week.

The Service Provider **shall** comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Service Provider is 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.

Rights to Interventions Made Under a Contract or Agreement

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

Clean Air Act

The Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

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

The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Energy Policy and Conservation Act

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

Clean Water Act

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

Federal Water Pollution Control Act

The Service Provider 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.

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

The Service Provide agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

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

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

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

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

Byrd Anti-Lobbying Act

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

Procurement of Recovered Materials

Service Provider **shall** comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the 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 item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on Contracting for Covered Telecommunications Equipment or

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

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

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

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

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

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

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

Prohibition on Contractor for Covered Telecommunications Equipment or Services

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

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

(b) Prohibitions.

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

(c) Exceptions.

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

(d) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as

part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor **shall** report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor **shall** report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor **shall** describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor **shall** insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Access to Records

The following access to records requirements apply to this contract:

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

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

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags

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

Compliance with Federal Law, Regulations and Executive Orders

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

No Obligation by the Federal Government

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

Program Fraud and False or Fraudulent Statement or Related Acts

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

Termination for Cause

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

1. By mutual agreement and consent of the parties hereto.

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

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

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

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

Termination for Convivence

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

Attachment E

Contractor's and Sub Contractor's Insurance

Service Provider and any subcontractor **shall** carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Service Provider **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. Service Provider is responsible for assuring that its subcontractors meet these insurance requirements.

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

General Aggregat	\$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 Combined Single Limit
Owned, Non-Owned & Hired \$1,000,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

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

E. 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

ATTACHMENT F

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH **shall** give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
 - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.
 - b. Upon termination for cause or convenience, the CONTRACTOR **shall** be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
 - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR **shall** be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation **shall** be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
 - a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
 - c) pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited

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

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

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

on the open market, or contracts for transportation or transmission of intelligence.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** **must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
 - a. The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
 - b. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
 - c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
 - d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Debarment & Suspension.** A contract award **must** not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The CONTRACTOR **must** comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and **must** include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. The CONTRACTOR **shall** submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

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

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

10. Procurement of Recovered Materials (2 C.F.R. 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR **must** comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- a. Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs **shall** prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

CONTRACTOR

BY:

(Authorized Signature, printed name)

**STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)**

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

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

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

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

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

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

- a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

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

- a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action **shall** include, but not be limited to the following:

- b) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.
- d) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision **shall** not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- e) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and **shall** post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5*, 40 USC

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

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

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Subcontracts. The CONTRACTOR or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

8. Debarment & Suspension. A contract award **must** not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

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

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

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award **shall** file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier **shall** also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

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

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

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

CONTRACTOR

BY: _____
Authorized Signature

BY: _____
Printed Name

BY: _____
Date

ATTACHMENT G

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

Definitions:

contractor - means an entity that receives a contract.

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

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

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

The Service Provider receiving funding under a Federal award, **shall** comply with all applicable contract provisions as prescribed in Appendix II to Part 200 and those associated with US Treasury State and Local Fiscal Recovery Fund 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 Service Provider understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
The Service Provider will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, the Service Provider may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** The Service Provider agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** The Service Provider **shall** maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, **shall** have the right of access to records (electronic and otherwise) of the Service Provider in order to conduct audits or other investigations.

Records **shall** be maintained by the Service Provider for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** The Service Provider may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Service Provider.
8. **Conflicts of Interest.** The Service Provider understands and agrees it **must** maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. The Service Provider and their subconsultants **must** disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.**
 - a) The Service Provider agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Service Provider **shall** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b) Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **shall** apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

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

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

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

A member of Congress or a representative of a committee of Congress;

- i. An Inspector General; The Government Accountability Office;
 - ii. A Treasury employee responsible for contract or grant oversight or management;
 - iii. An authorized official of the Department of Justice or other law enforcement agency;
 - iv. A court or grand jury; or
 - v. A management official or other employee of the Service Provider, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. The Service Provider **shall** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

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

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

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

The Service Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, Contractors **must** be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors **must** be required to pay wages not less than once a week. The non-Federal entity **must** place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract **must** be conditioned upon the acceptance of the wage determination. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. The contracts **must** also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor **must** be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency.

The Service Provider **shall** maintain documentation which demonstrates compliance with the requirements of this part. Such documentation **shall** be made available to the City-Parish for review upon request.

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

- d. Subcontracts. The Service Provider or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subs to include these clauses in any lower tier subcontracts. The prime contractor (Service Provider) **shall** be responsible for compliance by any sub or lower tier sub with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

25. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Service Provider's **must** comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
26. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216.

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

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

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

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

28. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the sub to comply with the terms and conditions of this contract, provided that CITY-PARISH **shall** give the Service Provider written notice specifying the Service Provider's failure and thirty (30) days to cure the defect. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to the Service Provider.

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

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

29. **Remedies.** If any work performed by the Service Provider fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:
- (i) elect to have the Service Providers re-perform or cause to be re-performed at the Service Provider's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Service Provider from any amounts due to the Service Provider; or
 - (iii) pursue and obtain any and all other available legal or equitable remedies.
30. **Energy Policy and Conservation Act:** The Service Provider hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
31. **Copeland Anti-Kickback Act:**
- a. Contractor. The contractor **shall** comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor **shall** insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subs to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for the compliance by any sub or lower tier sub with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, , or any other party pertaining to any matter resulting from the AGREEMENT.

33. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Service Provider acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of the Service Provider in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of the Service Provider and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other s, vendors or suppliers. In the event of a Force Majeure Event, the Service Provider shall receive an equitable adjustment extending the Service Provider's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to the Service Provider's compensation sufficient to account for any increased cost in performance or loss or damage suffered by the Service Provider.

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

By: _____
Authorized Signature

Printed Name

+

Date

FAIR CHANCE ORDINANCE

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

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

Date

Authorized Signature

Authorized Name (Printed)

ATTACHMENT H

SOCIALLY AND ECONOMICALLY 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 SEDB goal of ____% 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 Socially and Economically Disadvantaged Business Enterprise ("SEDBE"). The term Socially and Economically Disadvantaged Business ("SEDB") 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 SEDBs. By providing equitable opportunities for SEDBs, 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 SEDBs. 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 SEDB goal, then written documentation must be provided showing their good faith efforts to secure SEDB participation, the unavailability of potential SEDB firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDB Liaison Officer.

(B) **FAILURE TO COMPLY WITH SEDB REQUIREMENTS:** All City-Parish contract performers (Prime Contractors, Subcontractors, etc.) are hereby notified that failure to carry out the SEDB 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 SEDB and non-SEDB Subcontractor(s).

(D) **AWARD OF SEDB 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 SEDB (s) included on Form 1.

(E) **COUNTING SEDB PARTICIPATION:** City-Parish will count SEDB 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 SEDB participation by those SEDBs performing commercially useful functions. City-Parish Purchasing Division will not count the participation of SEDB Subcontractors toward a Contractor's final compliance with its SEDB obligations on a contract until the amount being counted has actually been paid to the SEDB.

The Contractor may count its entire expenditure to SEDB 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 SEDB suppliers that are not manufacturers, provided that the SEDB supplier performs a commercially useful function in the supply process.

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

(A) **ELIGIBILITY OF SEDBs:** To be counted toward the participation Goals pursuant to the Program, an SEDB must be certified by the City-Parish at the time a bid or proposal is submitted. The fact that an SEDB 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 SEDB has the qualifications and experience for the type of work required by the Contract rests with the Contractor. To be deemed an SEDB certified entity, firms must complete the City-Parish's certification process. Only SEDB certified firms under the City-Parish at the time the Bid opening will count toward the SEDB 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 – SEDB RESPONSIVENESS FORM (copy attached): It is the obligation of the Respondent to make good faith efforts to meet the SEDB goal. Respondents can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain SEDB 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 SEDB 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 SEDB 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 SEDB firm must submit a current letter of SEDB 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 SEDB contract goal. Form 2 shall provide documentation of good faith efforts made to obtain SEDB 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 SEDB 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 SEDB 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 SEDB 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 SEDB Subcontractor(s) if payment has been made for that month. SEDB participations will not be counted toward the Contractor's commitment until payment has been rendered to the SEDB. 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

SEDB Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 1

SEDB 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 SEDB and non-SEDB, 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 SEDB or non-SEDB. SEDB-certified means to be certified by the EBRP Socially and Economically Disadvantaged Business Enterprise Program.

Form 1

SEDB Responsiveness Form

TWO APPARENT LOW BIDDERS SHOULD SUBMIT WITHIN 10 BUSINESS DAYS OF BID OPENING DATE AND TIME

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____ %

A	B	C	D	E	F
FIRM ROLE (Prime, sub-contractor, manufacturer, supplier, etc)	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED/GOODS/SERVICE TO BE PURCHASED	%VALUE OF WORK/PURCHASES*	SEDB OR NON-SEDB
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

*Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward SEDB goal.

If total SEDB participation is less than the goal, refer to the Good Faith Efforts section of the instruction and attach a Form 2 and all other necessary documentation. Firms must be SEDB certified with authorized agent of the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division to count towards the goal.

	%	%
Enter Total Bid Amount	Total Must Equal 100%	Total SEDB Participation
\$	%	%

The undersigned prime firm will enter into a formal written agreement with the subcontractors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the City of Baton Rouge and Parish of East Baton Rouge. The undersigned agrees to be contractually bound to maintain the level of SEDB participation set forth above. Failure to comply with this agreement constitutes breach of contract.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Form 1

SEDB Responsiveness Form Continuation Page 1

**TWO APPARENT LOW BIDDERS SHOULD SUBMIT WITHIN 10 BUSINESS DAYS OF BID
OPENING DATE AND TIME**

A	B	C	D	E	F
FIRM ROLE <i>(Prime, sub-contractor, manufacturer, supplier, etc)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED/GOODS/SERVICE TO BE PURCHASED	%VALUE OF WORK/PURCHASES*	SEDB OR NON-SEDB
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

*Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward SEDB goal.

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGE 1:

Total % Value of Work Purchases	Total SEDB Participation
%	%

Form 1 SEDB Responsiveness Form Continuation Page 2
TWO APPARENT LOW BIDDERS SHOULD SUBMIT WITHIN 10 BUSINESS DAYS OF BID OPENING DATE AND TIME

A	B	C	D	E	F
FIRM ROLE <i>(Prime, sub-contractor, manufacturer, supplier, etc)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED/GOODS/SERVICE TO BE PURCHASED	%VALUE OF WORK/PURCHASES*	SEDB OR NON-SEDB
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

*Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward SEDB goal.

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGE 2:

Total % Value of Work Purchases	Total SEDB Participation
%	%

Form 1A **Required Participation Questionnaire**

TWO APPARENT LOW BIDDERS SHOULD SUBMIT WITHIN 10 BUSINESS DAYS OF BID OPENING DATE AND TIME

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE
Form 2 Good Faith Efforts INSTRUCTIONS:

If required, attach a completed Form 2 and supporting documents to establish that Good Faith Efforts were undertaken to secure SEDB 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 SEDB 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 SEDBs 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 SEDBs listed in the City's directory of transportation firms that specialize in the areas of work desired (as noted in the SEDB 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 SEDBs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the SEDBs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by SEDBs in order to increase the likelihood that the SEDB 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 SEDB 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 SEDB participation.
- C. Providing interested SEDBs 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 SEDBs. It is the Contractor's responsibility to make a portion of the work available to SEDB subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SEDB subcontractors and suppliers, so as to facilitate SEDB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SEDBs 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 SEDBs to perform the work.
- E. A Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including SEDB 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 SEDBs is not in itself sufficient reason for a Contractor's failure to meet the contract SEDB 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 SEDBs if the price difference is excessive or unreasonable.

- F. Not rejecting SEDBs 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 SEDB 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 SEDB at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SEDB. 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 SEDB, and it is not a sound basis for rejecting a prospective replacement SEDB's reasonable quote.
- H. Making efforts to assist interested SEDBs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested SEDBs 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 SEDBs.

Form 2
Good Faith Efforts

**TWO APPARENT LOW BIDDERS SHOULD SUBMIT WITHIN
10 BUSINESS DAYS OF BID OPENING DATE AND TIME**

If the Respondent cannot fully meet the SEDB goal of the 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 SEDB subcontractor (s) to respond or propose work items to be performed on:

PROJECT NAME: _____

PROJECT NO: _____

Date of Request	Name and Address of SEDB 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: _____

☐ Supporting documentation of Good Faith Efforts 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 SEDB firm participating in the project. Questions should be directed to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division through assigned project manager. **Signatures from SEDB firms who received payment during the report period are required.** No signature is required if no payments were made to the SEDB firm during the reporting period. **If actual SEDB 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 CONTRACTOR 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	SEDB Commitment
\$		\$	%
Invoice Number	Report Period Begin Date	Report Period End Date	

SUBCONTRACTOR INFORMATION:

SEDB Subcontractor		
SEDB Contact:		SEDB 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 and accurate, and true to the best of my knowledge.

Prime Firm's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

I certify that the contracting records and on-site performance of the SEDB has been monitored. If actual SEDB 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 SEDBE Liaison Officer (SEDBELO) has reviewed this form.

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

City of Baton Rouge and Parish of East Baton Rouge Guidance for Removal and/or Substitution of a SEDB Firm

Prime contractor must receive prior written consent from the City -Parish before terminating a SEDB subcontractor listed in response to the City-Parish Purchasing Division solicitation (or an approved substitute SEDB firm). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a SEDB subcontractor with its own forces or those of an affiliate, a non-SEDB firm, or with another SEDB firm. All requests must be accompanied by documentation of good faith efforts to maintain the SEDB commitment percentage on the total contract value.

The City-Parish Purchasing-SEDBE Division may provide written consent only if it agrees that the prime contractor has Good Cause to terminate the SEDB firm. Good Cause includes the following circumstances:

1. The listed SEDB subcontractor fails or refuses to execute a written contract;
2. The listed SEDB subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the SEDB subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed SEDB subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
4. The listed SEDB subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed SEDB subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings or applicable state law;
6. The City-Parish Purchasing Division has determined that the listed SEDB subcontractor is not a responsible contractor;
7. The listed SEDB subcontractor voluntarily withdraws from the project and provides to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division written notice of its withdrawal;
8. The listed SEDB is ineligible to receive SEDB credit for the type of work required;
9. A SEDB owner dies or becomes disabled with the result that the listed SEDB contractor is unable to complete its work on the contract;
10. Other documented good cause that the City-Parish Purchasing Division determines compels the termination of the SEDB subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a SEDB it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the SEDB contractor was engaged or so that the prime contractor can substitute another SEDB or non- SEDB contractor after contract award.
11. Before transmitting to the City-Parish Purchasing Division its request to terminate and/or substitute a SEDB subcontractor, the prime contractor must give notice in writing to the SEDB subcontractor, with a copy to the City-Parish Purchasing Division, of its intent to request to terminate and/or substitute, and the reason for the request.
12. The prime contractor must give the SEDB five days to respond to the prime contractor's notice and advise the City-Parish Purchasing Division and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City-Parish Purchasing Division should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City-Parish Purchasing Division may provide a response period shorter than five days.
13. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for SEDB firms put forward by offerors in negotiated procurements.
14. After Good Cause is demonstrated by the Contractor and approved by the Purchasing Division, the contractor must make good faith efforts to replace a SEDB that is terminated with another certified SEDB, to the extent needed to meet the contract goal.
15. In this situation, we will require the prime contractor to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time the City-Parish Purchasing-SEDBE Division specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

City of Baton Rouge and Parish of East Baton Rouge Request for Removal and/or Substitution of a SEDB Firm

Project Name		
City Parish Project No.	State Project No.	SEDB Commitment
Prime Firm Name		Phone Number
Original Contract Amount	Change Orders (Count)	Current Contract Value
Subcontractor to be removed		
Proposed substitute subcontractor		
Value of current subcontract	Value of proposed subcontract	

Reason for removal or substitution (state in detail, attach supporting documentation if necessary):

Describe the good faith efforts made/ in progress to maintain SEDB participation in order to continue to meet the SEDBE commitment:

Prime's Authorized Signature: _____ **Date:** _____

Type or Print Name: _____ **Title:** _____

2 CFR Requirement Small Minority and Women's Businesses

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

[Asian Chamber of Commerce Louisiana](#)

[Hispanic Chamber of Commerce Louisiana](#)

[Southern Region Minority Supplier Development Council](#)

[Strategic Action Council](#)

[Vietnamese Initiatives in Economic Training](#)

[Urban League of Louisiana](#)

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

[Louisiana Chamber of Commerce Foundation](#)

[National Association of Women Business Owners](#)

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

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

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, **must** take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps **must** include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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.