

REQUEST FOR QUALIFICATIONS

FOR THE FOLLOWING PROJECT



**Solicitation No: 2025-05-4610
City-Parish Ancillary Benefits**

RFQ Opening Date: May 13, 2025 at 2:00 pm

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing
April, 2025**

NOTE TO PROPOSERS:

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

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Attachment B – H2B Workforce Requirements

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Attachment D – Proposal Forms

Attachment E – Standard Federal Clauses

Attachment F – Coronavirus Federal Clauses

Attachment G – Insurance Requirements

Attachment H – Sample Contract

REQUEST FOR QUALIFICATIONS

FOR

THE FOLLOWING PROJECT

RFQ #2025-05-4610 City-Parish Ancillary Benefits

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge is committed to offering comprehensive ancillary benefits to support employee well-being. Currently, these benefits are managed through multiple carriers. To enhance efficiency, the City is issuing this RFQ to evaluate potential improvements.

1.1.1 Purpose

The purpose of this RFQ is to identify providers that can maintain or enhance current benefits while consolidating offerings under fewer carriers to reduce administrative complexity and explore cost-saving opportunities.

1.1.2 Goals and Objectives

- Maintain or improve existing ancillary benefits.
- Consolidate benefits for administrative efficiency.
- Identify cost-saving opportunities.
- Partner with providers that offer strong service and support.
- Minimize disruption to employees during any transition.

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 RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit RFQ in response to this RFQ.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
1. RFQ emailed to prospective proposers	April 10, 2025
2. Deadline to receive written inquiries	April 25, 2025 @ 5:00 PM
3. Deadline to answer written inquiries	April 30, 2025
4. RFQ Opening Date (deadline for submitting RFQ)	May 13, 2025 @ 2:00 PM CST
5. Oral discussions with proposers	To be Scheduled, if Necessary
6. Notice of Intent to Award to be issued	To be Scheduled (Approx. 2-4 weeks after #5-6)
7. Effective Date of Plans	January 1, 2026

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

1.4 RFQ Submittal

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

All RFQ 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	RFQ Name:	City-Parish Ancillary Benefits
X	Solicitation No.	2025-05-4610
X	RFQ Opening Date & Time:	May 13, 2025 at 2:00 PM

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

RFQ 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 RFQ delivery.

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

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

1.5 RFQ Response Format

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

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

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

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

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

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

The cover letter should also:

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

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

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

Each Section of the RFQ must be tabbed and labelled.

C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

D. **Organizational Structure:** The Submitter's Organizational Structure Section of the Proposal should include:

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

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

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

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

Team Qualifications:

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

- Contracts of similar scope.
- Any and all other matters that will establish ability to perform the scope of work and meet the evaluation criteria of this RFQ.

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

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

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

- G. **Implementation Timeline:** Proposals must include a detailed implementation timeline with key milestones and estimated start/end dates for each phase, from setup to program go-live. Any dependencies, potential delays, or contingency plans should also be addressed. The timeline will be a critical factor in our decision-making process.

1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed original response. Five (5) additional copies of the RFQ should be provided, as well as one (1) electronic copy on a CD or USB flash drive, and one (1) redacted copy of the Vendor's RFQ. The first page of the original RFQ should be marked "Original", and the first page of the copies should be marked "Copy" (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. RFQ prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFQ is also desired. Each Proposer is solely responsible for the accuracy and completeness of its RFQ.

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

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

"The data contained in pages _____ of the RFQ 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 RFQ, 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 RFQ, 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 RFQ. 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 RFQ contains confidential information, you should also submit a redacted copy along with your RFQ. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of Add 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 RFQ Clarifications Prior to Submittal

1.7.1 Pre- RFQ Conference

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1.7.2 Proposer Inquiry Periods

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

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

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFQ 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 RFQ may be submitted as specified herein. Protests with regard to the specification documents will not be considered after RFQ are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

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

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

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, 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: 054610HRAncillaryBenefits@brla.gov

Phone: (225) 389-3259 / Fax: (225) 389-4841

1.8 Errors and Omissions in RFQ

The City-Parish will not be liable for any error in the RFQ. Proposer will not be allowed to alter RFQ documents after the deadline for RFQ submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in RFQ 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 RFQ Guarantee NOT REQUIRED FOR THIS RFQ

1.10 Performance Bond NOT REQUIRED FOR THIS RFQ

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of RFQ

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

1.13 Material in the RFQ

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

1.14 Waiver of Administrative Informalities

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

1.15 RFQ Rejection

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

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

1.16 Ownership of RFQ

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 RFQ submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

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

1.20 RFQ Validity

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

1.21 Prime Consultant Responsibilities

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

1.21.1 Corporation Requirements

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the consultant is a for-profit corporation whose stock is not publicly traded, the consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

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

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

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

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit RFQ 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 RFQ 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 RFQ submitted. Neither negotiations nor changes to vendor RFQ will be allowed during these discussions. RFQ may be accepted without such discussions.

1.24 Acceptance of RFQ Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

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

The RFQ, any addendums, and the RFQ of the selected consultant will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFQ. The proposer needs to address the specific language in the sample contract (Attachment E) and submit with their RFQ 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 RFQ, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered.

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

1.28 Notice of Intent to Award

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

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

1.29 Debriefings

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

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

1.30 Insurance Requirements

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

1.31 Subcontractor Insurance

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

1.32 Indemnification

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

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

1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFQ)

1.34 Payment for Services

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

1.35 Termination

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

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

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

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

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

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

1.36 Assignment

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

1.37 No Guarantee of Quantities

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

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

1.38 Audit of Records

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

1.39 Civil Rights Compliance

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

1.40 Record Retention

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

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

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

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

1.45 Governing Law

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

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

1.46 Claims or Controversies

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

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

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

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

1.47 Proposer's Certification of OMB A-133 Compliance

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

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

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Refer to Attachment A.

2.2 Period of Agreement

This contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue through the calendar year. For the purposes of this RFQ, the anticipated Notice to Proceed is July 1, 2025 for the 2026 Plan Year. This contract will have the option of 2 annual renewals for calendar years 2027, and 2028 in accordance with the original pricing, terms and conditions contained within the original mutual agreement.

2.3 Payment

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

2.4 Location

The work is located at the City of Baton Rouge, Parish of East Baton Rouge.

2.5 RFQ Elements

2.5.1 Financial

Consultant shall perform tasks as indicated within the proposal.

2.5.2 Technical

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

PART III – EVALUATION

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

EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS AND SELECTION PROCESS

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

The selection of the successful proposer(s) will be determined based on their benefit coverage, responses to the specifications outlined in this RFQ, and an evaluation of the quality and effectiveness of their services in the following areas:

- Experience in Servicing Public Entities – Provide examples of current or past municipal clients, detailing your understanding of government-specific benefits administration.
- Claims Services – Outline adjudication processes, average processing times, claim denial rates, customer support options, and online tools available for claims management.
- Performance Guarantees – Specify guarantees related to claims processing times, service response times, and resolution timelines, with financial penalties or incentives where applicable.
- Ability to Work with TurnKey Benefits – Demonstrate your integration capabilities, past experience working with TurnKey Benefits, and any relevant system compatibility details.
- Written and Oral Presentations (if necessary) – The proposer may be required to present their proposal and answer questions before final selection. Additionally, the following factors will also be considered:
 - Price of Each Line of Coverage – A competitive cost analysis will be conducted to assess overall value.
 - Rollover Credit Balances - Quoting carriers are required to accept and extend any rollover credit balances from the current dental carrier as part of their proposal.
 - Bundling Opportunities – If bundling offers cost savings or operational efficiencies, provide details.
 - Reputation and Quality of Services – Consideration will be given to references, market reputation, and service quality metrics.
 - Extent to Which the Vendor Meets the Needs of the City of Baton Rouge – A qualitative assessment of how well the proposal aligns with municipal objectives.
 - Past Relationship with the City of Baton Rouge – Performance on prior contracts (if applicable) will be evaluated, but new vendors will not be penalized.
 - Total Long-Term Cost – Consideration of multi-year pricing, rate stability, and administrative costs.
 - Other Relevant Factors – Any additional elements that a private entity would consider in selecting a vendor.

SELECTION/SCORING PROCESS

Scoring Criteria

Criteria	Weight	Measurement Factors
Coverage Options	30%	Alignment with current benefits, any proposed enhancements, and impact on employees.
Cost	25%	Total cost analysis, including premiums, fees, and credits
Provider Network	20%	Network breadth, access to key providers, and alignment with current utilization.
Customer Service	10%	Availability, response times, dedicated support, and client satisfaction metrics.
Experience & Reputation	10%	References, years in business, public entity experience, and service performance.
Financial Stability	5%	Credit ratings, financial statements, and industry rankings
Total Score	100%	

This structured evaluation approach ensures transparency, fairness, and a clear framework for assessing proposals.

3.1 Socially and Economically Disadvantaged Business Enterprise (SEDBE) Initiative

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

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

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

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

Proposers should present a responsible plan that provides for participation of qualified EBEs. Participation shall be counted toward meeting the contract goals only by business entities certified under the City-Parish's Socially and Economically Disadvantaged Business Enterprise Certification Program.

The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or subcontract agreements for participation.

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

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

DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 0% of the contract amount.

See Attachment C for SEDBE Form and Procedures

PART IV – PERFORMANCE STANDARDS

4.1 Performance Requirements

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

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

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

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

4.2 Performance Measurement/Evaluation

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

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

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

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

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

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

Part V – FEDERAL CLAUSES

See Attachment E

ATTACHMENT A SCOPE OF SERVICES

Coverage	Carrier	Eligible Classes
Dental	Unum	Active Employees & Retirees
Vision	MetLife	Active Employees & Retirees
Employer-Paid Life and AD&D	MetLife	Active Employees & Retirees
Employee-Paid Life and AD&D	MetLife	Active Employees
Universal Life	Allstate	Active Employees
Short-Term Disability	Allstate	Active Employees
Long-Term Disability	Unum	Active Employees
Critical Illness	MetLife	Active Employees
Accident Insurance	Transamerica	Active Employees
Cancer Insurance	Transamerica	Active Employees

- Provide a proposal for each line of coverage your company offers, ensuring that current coverage levels and benefits remain unchanged unless enhancements are proposed. Any enhancements should be clearly identified and justified.
- If your proposal deviates in any way from the current specifications, include a dedicated section summarizing all deviations and their impact.
- Outline any and all annual credits available for implementation, communications, and technology services, providing a breakdown by category.
- Provide a detailed description of your service team, including roles, responsibilities, and primary contacts who will support the City of Baton Rouge.

ATTACHMENT B

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.

CFR Requirement Small Minority and Women's Businesses

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

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

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

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

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

ATTACHMENT C

DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 0% of the contract amount.

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

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

Appendix A

SEDBE Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 1

EBE Responsiveness Form

INSTRUCTIONS

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

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

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

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

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

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

Form 1 EBE Responsiveness Form Continuation Page 1

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 / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
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				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

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

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 1:

Total % Value of Work Purchases	Total EBE Participation
%	%

Form 1A
Required Participation Questionnaire

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

1. Project name, project number and date of submittal:	2. Official name of firm: Indicate if prime or subcontractor:	3. Address of office to perform work:						
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:						
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Small business <input type="checkbox"/> Minority-owned business <input type="checkbox"/> Woman-owned business </div> <div> <input type="checkbox"/> SBA certified <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> EBE Certified with CITY-PARISH </div> </div> <p><small>*A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge SEDBE Program by the date of submittal. Current letter of certification shall be attached.</small></p>							
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> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1 less than \$500,000</td> <td style="width: 50%;">4 \$2,000,000 to \$4,000,000</td> </tr> <tr> <td>2 \$500,000- \$1,000,000</td> <td>5 \$5,000,000 to \$6,000,000</td> </tr> <tr> <td>3 \$1,000,000 to \$2,000,000</td> <td>6 \$6,000,000 or greater</td> </tr> </table>		1 less than \$500,000	4 \$2,000,000 to \$4,000,000	2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000	3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater
1 less than \$500,000	4 \$2,000,000 to \$4,000,000							
2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000							
3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater							

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

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

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

- A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.
- C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. Negotiating in good faith with interested EBEs. It is the Contractor's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.
- E. A Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including EBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using EBEs is not in itself sufficient reason for a Contractor's failure to meet the contract EBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from EBEs if the price difference is excessive or unreasonable.

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

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

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

PRIME FIRM INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

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

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

Print name: _____ Title: _____

EBRP Project Manager or SEDBELO has reviewed this form.

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

**ATTACHMENT D
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE**

Sealed proposals will be received until 2:00 PM, Local Time May 13, 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:

as set forth in the following Contract Documents:

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

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about NEED DATE, 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

Accompanying this proposal is a certified check, cashier's check or a proposal bond representing \$_____payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

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 BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

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 of _____, 20____, and was attended by a quorum of the members of the Board of Directors.

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

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

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

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

This ____ day of _____, 20____.

Secretary

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 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 project or in securing the public contract were in the regular course of their duties for him; and t at 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 project were in the regular course of their duties for him.

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of
_____ 20 _____
Baton Rouge, Louisiana.

NOTARY PUBLIC

day of _____

ATTACHMENT E
STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS

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

SIGNED _____

DATED _____

ATTACHMENT F

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

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND CONTRACTOR TERMS AND CONDITIONS

1. Use of Funds.

a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

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

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

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

4. Maintenance of and Access to Records.

a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

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

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

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

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

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

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

9. Compliance with Applicable Law and Regulations.

a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

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

14.Debts Owed the Federal Government.

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

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

a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.
Protections for Whistleblowers.

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

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.

c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

SIGNED _____

DATED _____

ATTACHMENT G CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

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

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy

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

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

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

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

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

G. The Certificate Holder should be shown as:

The City-Parish of East Baton Rouge
Purchasing Division
Post Office Box 1471
Baton Rouge, LA 70802

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

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

ATTACHMENT H
SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

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

1. Scope of Services

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

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

2. Term

The Contract for Professional Services shall be made effective on approximately July 1, 2025 and shall end on December 31, 2025. Consultant and City/Parish may mutually agree to extend this professional services contract for up to two (2) one (1) year options.

3. Billings, Compensation and Status

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

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

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

4. Progress Reports and Notices

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

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

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

5. Final Agreement

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

6. Ownership of Documents

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

7. Termination

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

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

8. Right to Audit

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

9. Independent Contractor Obligation

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

10. Indemnity

Consultant agrees and stipulates that it shall indemnify and hold the City/Parish, its agents, employees and representatives free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expenses relating to the defense of any such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Consultant or sub-consultant to the extent due to any negligent act, error or omission of Consultant, Consultant's, agents, representatives, employees or sub-consultant's.

11. Insurance USE ATTACHMENT G OR INSERT UPDATE HERE?

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

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

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

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

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

The City-Parish of East Baton Rouge
Purchasing Division
Post Office Box 1471
Baton Rouge, LA 70802

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

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

12. No Cross-Claim Exclusion

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

13. Anti-Kickback

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

14. Nondiscrimination

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

15. Assignment

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

16. Severability

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

17. Venue and Jurisdiction

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

18. Resolution

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE
BY _____

Emile "Sid" Edwards
Mayor-President

Date: _____

{consultant name}

BY _____

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

H2B WORKFORCE REQUIREMENTS

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

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.
- Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.

2 CFR Requirement Small Minority and Women's Businesses

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

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

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

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

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

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.

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 <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
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

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 Firms must be SEDB certified with authorized agent of the City of Baton Rouge Parish of East Baton Rouge Purchasing Division to count towards the goal.

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

documentation.
and

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 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: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> small business <input type="checkbox"/> Women-owned business <input type="checkbox"/> Minority-owned business </div> <div> <input type="checkbox"/> SBA certified <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> SEDB certified with CITY-PARISH </div> </div> <p>*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.</p>	
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> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;">1. less than \$500,000</div> <div style="width: 50%;">4. \$2,000,000-\$4,000,000</div> <div style="width: 50%;">2. \$500,000-\$1,000,000</div> <div style="width: 50%;">5. \$5,000,000-\$6,000,000</div> <div style="width: 50%;">3. \$1,000,000 - \$2,000,000</div> <div style="width: 50%;">6. \$6,000,000 or greater</div> </div>	

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: _____