

Request for Proposal



Solicitation No.: 2025-06-0910

BATON ROUGE AIRPORT INSURANCE BROKER SERVICES

RFP Opening Date: July 7, 2025 , at 2:00 PM, CST

**City of Baton Rouge/Parish of East Baton Rouge
Greater Baton Rouge Airport District**

NOTE TO PROPOSERS:

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

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APPENDIX B

REQUEST FOR PROPOSAL

Solicitation No.: 2025-06-0910

Baton Rouge Airport Insurance Broker Services

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Baton Rouge Metropolitan Airport (BTR), located in the City of Baton Rouge, Louisiana, is an asset of the Greater Baton Rouge Airport District and the East Baton Rouge Greater Baton Rouge Airport District Consolidated Government. BTR is a primary commercial non-hub airport serving the Central region of Louisiana and the world through passenger carriers American Airlines, Delta Airlines, and United Airlines with daily nonstop service to Dallas, Charlotte, Washington DC, Atlanta, and Houston. In 2024 BTR served over 800,000 passengers.

1. Airport Location

The City of Baton Rouge is the parish seat and is located in East Baton Rouge Parish, Louisiana. It is on the eastern banks of the Mississippi River, between Lafayette and New Orleans. Interstate highways I-110, I-10, and I-12 pass through Baton Rouge, providing highway access in all directions. The airport is located seven miles north of the central business district of Baton Rouge, Louisiana.

2. Airport Facilities

The Airport encompasses approximately 1,250 acres, including the airfield, hangars, terminal building, aviation and non-aviation facilities. It is at an elevation of 70 feet MSL (mean sea level). The Airport operates 24/7. The terminal building never closes. The Air Traffic Control Tower is open from 0500 until 2400.

3. Airfield Characteristics

Currently, BTR has two primary runways. Runway 4 L-22R is 7,500 feet long and 150 feet wide, and runway 13-31 is 7,004 feet long and 150 feet wide.

4. Historical Enplanement/Deplanement Data:

Year	Enplanements	Deplanements
2019	412,578	410,268
2020	182,795 (COVID)	181,980 (COVID)
2021	281,719 (COVID)	281,115 (COVID)
2022	355,983	305,157
2023	381,313	381,476
2024	422,388	421,637

5. Passenger Terminal Characteristics

The first floor of the building houses rental car offices, baggage claim, concession areas, airline ticket counters, and airline offices. The second floor includes seven gate areas with passenger hold rooms, boarding bridges at each gate, concession areas, art gallery, business lounge, reading room, chapel, children's play area, and pet relief area. Automobile parking options are short-term, long-term, and economy-paid parking located directly in front of the terminal building. 1,471 parking spaces will be available.

6. Rental Car Services –
BTR has six car rental companies on the premises.
7. Fixed Based Operations
The airport currently accommodates two full-service FBOs. For more information about the Baton Rouge Metropolitan Airport, visit www.flybtr.com.
8. Operations and Construction
Materials involved in maintenance and construction are stringently evaluated to minimize impact on groundwater and adjacent wetlands. No soil enters the BTR property without rigorous inspection and approval.
9. Employment and Economic Information
BTR Airport Employees:
58

On-Airport Employment:
Over 2,300 jobs are serviced at BTR airport.
An additional 2,300+ jobs are indirect and induced jobs are created by activities at BTR.
10. Airport Improvements
Current improvements are ongoing in the following areas:
 - Runway 13-31 Runway Safety Area & Runway Protection Zone Improvements
 - North Airpark Infrastructure Development
 - Taxiway L Extension and Decommissioning of Runway 4R-22L
 - Taxiway F Reconstruction
 - Ticket Counter & Baggage System Improvements
 - HVAC Improvements

1.1.1 Purpose

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District (“Greater Baton Rouge Airport District”) is accepting written proposals from experienced and qualified insurance brokers to provide insurance services to the Baton Rouge Metropolitan Airport, including but not limited to, insurance placement and servicing; risk exposure analysis, claims servicing and general advice for coverages in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (“RFP”).

The Baton Rouge Metropolitan Airport (“BTR”) is an airport serving the nine-parish Baton Rouge region, which is owned and operated by the City of Baton Rouge/Parish of East Baton Rouge through the Greater Baton Rouge Airport District. BTR is a small hub facility providing commercial air travel connecting more than 1.6 million residents across south Louisiana. BTR, located six miles north of downtown Baton Rouge, is the second largest airport in Louisiana and hosts daily jet flights on three (3) major airlines to/from Atlanta, Charlotte, Dallas, Houston, and Washington, D.C. In 2022, the Airport served approximately 668,176 passengers on scheduled airline flights.

1.1.2 Goals and Objectives

Goals

CURRENT COVERAGES

The Broker must be able to place coverage prior to the expiration of current policies, the insurance coverage as listed below:

COVERAGE	CARRIER
PROPERTY/INLAND MARINE/FLOOD	Certain Underwriters at Lloyd's London
TERRORISM AND SABOTAGE	Lloyd's Syndicate 1609
Boiler and Machinery Equipment Breakdown	XL Insurance America, Inc.
COMMERCIAL AUTO	Imperium Insurance Company
FLOOD	Selective Insurance Company
GENERAL LIABILITY and Excess Liability	Ace Property and Casualty
MARITIME	NONE
WORKER'S COMP	NONE
DIRECTORS & OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY	Indian Harbor Insurance Company
CRIME AND CYBER LIABILITY	NONE
POLICE PROFESSIONAL LIABILITY	Indian Harbor Insurance Company
GENERAL LIABILITY FOR VACANT LAND	Evanston Insurance Company

ALL POLICIES ARE 12 MONTHS (01/01/2025 – 12/31/2025)

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes desirable.
- E. Contractor – means successful offer or who enters into a binding, written agreement.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the Greater Baton Rouge Airport District 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. Greater Baton Rouge Airport District – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP Issued	May 29, 2025
Non- Mandatory Virtual Pre-Proposal Meeting	June 18, 2025 @ 2:00 PM CST
Deadline to Receive Written Inquiries	June 24, 2025 @ 5:00 PM CST
Deadline to Answer Written Inquiries	June 30, 2025 @
Proposal Opening Date (deadline for submitting proposals)	July 7, 2025 @ 2:00 PM CST
Notice of Down Selection	July 21, 2025
Oral Discussions with Proposers (To be scheduled if Greater Baton Rouge Airport District determines necessity)	July 29-31, 2025
Notice of Award	August 27, 2025 (Estimated Award Date)
Contract Initiation	September 1, 2025 (Estimated Contract Beginning Date)

NOTE: The Greater Baton Rouge Airport District reserves the right to deviate from these dates.

A non-mandatory pre-proposal conference will be held virtually on June 18, 2025 2:00 PM The meeting will be held through Microsoft Teams;

Meeting ID: 240 284 409 347 0

Passcode: eq9xm66r

Dial in by phone

[+1.872-215-6440](tel:+18722156440), [639424688](tel:+1639424688)# United States, Chicago

[Find a local number](#)

Phone conference ID: 639 424 688#

1.4 Proposal Submittal

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

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

Proposal Name: **Baton Rouge Airport Insurance Broker Services**

Solicitation No.: **Solicitation No: 2025-06-0910**

Proposal Opening Date & Time: **July 7, 2025 at 2:00 PM CST**

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

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

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

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

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

Any questions concerning the scope of work or submittal process should be in writing and directed to Lori Foreman at the address noted above or emailed to 0910BRAirportInsBrokerSvc@brla.gov. Any questions must be submitted no later than 5:00 p.m. (CST), June 24, 2025. All questions will be responded to in writing or via addendum no later than June 30, 2025.

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

1.5 Proposal Response Format (Not to Exceed 20 Pages)

Proposals should be submitted as one cohesive and well-organized document that includes all of the components listed below. It is important that the document is structured in a way that allows for easy navigation and reference to all the required components. Additionally, please keep in mind the **maximum page limit of 20 pages** for the proposal response. However, the stated page limit does not apply to resumes or prior experience examples. Additional facts and information other than those listed below may be included if it will help to highlight your company's qualifications and experience. Responses should effectively demonstrate the Proposer's capability to complete the Scope of Services outlined in a meaningful and innovative manner, while adhering to the required timeline.

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

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

Table of Contents

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

Cover Letter

- Provide a short narrative that introduces the company and the proposed team assigned to the account highlighting the special strengths of the company to perform the work requested in this RFP. The Cover Letter shall include the legal name of the Proposer, email address, telephone number, and the name, title, and signature of the person authorized to submit the proposal on behalf of the company. The Cover Letter should also acknowledge that the Proposer will comply with all the terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Airport.
- Confirm willingness to perform the services and enter into a contract with the Greater Baton Rouge Airport District.
- Certify compliance with the signature authority required in accordance with Louisiana law.
- The letter must be signed by a current corporate officer, partnership member or an individual specifically authorized to submit the proposal as reflected in the appropriate records on file with the secretary of state or provide other acceptable documents indicating authority.
- The cover letter should also include:
 - Identification of the submitting Proposer.
 - Name, title, address, telephone number and email address of each person authorized to contractually obligate the Proposer.
 - Name, address, telephone number and email address of the contact person for technical and contractual clarifications throughout the evaluation period, if different from the above.

Technical Proposal

- **Executive Summary:** Provide a short outline of your high-level approach to the provision of services in addition to a summary of your qualifications to engage in a professional service relationship with the Airport. Clearly communicate why you believe your organization would be the best provider of insurance broker services for the Airport.
- **Organizational Capacity and Track Record:** Provide information about the vendor's organizational capacity and successful track record in providing licensed insurance brokerage services within an airport or similar governmental context. Provide the vendor's ability to complete the Scope of Services (see Attachment A).

- **Prior Experience:** Present specific examples of prior engagements where the vendor provided insurance brokerage services, demonstrating successful and above satisfactory outcomes. Highlight how these examples align with the Greater Baton Rouge Airport District's goals and objectives (See Section 1.1.2).
- **Approach and Methodology:** Describe the vendor's proposed approach and methodology for providing insurance broker services, tailored to meet the unique needs of the Baton Rouge Metropolitan Airport. Clearly articulate how the proposed approach will address the specific goals of the Baton Rouge Metropolitan Airport. Provide details about the services and how it will meet the requirements of this proposal. Proposers shall submit sufficient information to allow the Selection Committee to evaluate how their Plan will achieve the goals of the set forth in the RFP.
- **Expertise and Qualifications:** Provide resumes summarizing the qualifications and experience of the members of the team who will be performing the services.
- **Small Entrepreneurships (MBE/SBE/WBE) Initiative:** Address how the vendor intends to utilize small entrepreneurships in conducting the services, including any qualifications or certifications related to minority-owned, women-owned, or small business enterprises participating in the proposal as part of the project team. Include the expected portion of the scope of work and budget the small entrepreneurship(s) will perform.

Financial Proposal

- Include the total cost for the entire scope of work and services provided. (see Attachment A). The total costs should be broken out into cost related to each task and should encompass all anticipated hours and expenses necessary to fulfill the project requirements.
- Prices proposed shall be firm.
- The total costs proposed by the Proposers should be submitted on Attachment B-1.
- If needed, the Proposer may provide a brief pricing narrative along with the maximum fee amount provided on Attachment B-1.
- The Proposer will not be reimbursed for any travel, per diem, photocopying or other related expenses unless specifically requested in writing by the Greater Baton Rouge Airport District.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy on a CD or USB Flash Drive, and (1) redacted copy of the Vendor's proposal. Within each copy, the technical and financial proposals must be clearly marked and separated. The first page of the original proposal should be marked "Original", and the first page of the copies should be marked "Copy" (See Section 1.6). The redacted should be marked "Redacted".

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Greater Baton Rouge Airport District shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Greater Baton Rouge Airport District'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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District and hold the Greater Baton Rouge Airport District harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Greater Baton Rouge Airport District to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Greater Baton Rouge Airport District harmless, the City- Parish may disclose the information.

The Greater Baton Rouge Airport District reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Baton Rouge Metropolitan Airport, or other Greater Baton Rouge Airport District agencies or organizations for the sole purpose of assisting the Greater Baton Rouge Airport District in its evaluation of the proposal. The Greater Baton Rouge Airport District shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Non-Mandatory Pre-proposal Meeting

A non-mandatory pre-proposal meeting will be held virtually on **June 18, 2025, at 2:00 PM CST**. **The meeting will be held through Microsoft Teams;**

Meeting ID: 240 284 409 347 0

Passcode: eq9xm66r

Dial in by phone

[+1 872-215-6440](tel:+18722156440), [639424688#](tel:+1639424688) United States, Chicago

[Find a local number](#)

Phone conference ID: 639 424 688#

1.7.2 Proposer Inquiry Period

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

The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

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

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

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

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any Greater Baton Rouge Airport District employee or Greater Baton Rouge Airport District consultant. The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective Proposers.

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

City of Baton Rouge/Parish of East Baton Rouge
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826 Baton Rouge, LA 70802
E-Mail: 0910BRAirportInsBrokerSvcs@brla.gov
Phone: (225) 389-3259

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (not required for this RFP)

1.10 Performance Bond (not required for this RFP)

1.11 Changes, Addenda, Withdrawals

The Greater Baton Rouge Airport District reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The Greater Baton Rouge Airport District also reserves the right to cancel or reissue the RFP.

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Greater Baton Rouge Airport District pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The Greater Baton Rouge Airport District reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Greater Baton Rouge Airport District to award a contract. The Greater Baton Rouge Airport District reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Greater Baton Rouge Airport District to do so.

Failure to submit all non-mandatory information requested may result in the Greater Baton Rouge Airport District requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials submitted timely in response to this request become the property of the City- Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Greater Baton Rouge Airport District.

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 Greater Baton Rouge Airport District is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District, evidence of a current occupational license and/or permit issued by the Greater Baton Rouge Airport District shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each Consultant shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding.

1.23 Written or Oral Discussions/Presentations

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

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

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Greater Baton Rouge Airport District's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Consultant will become part of any contract initiated by the Greater Baton Rouge Airport District.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract Attachment E and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Greater Baton Rouge Airport District, price and other factors considered.

The Greater Baton Rouge Airport District intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the Greater Baton Rouge Airport District, the Greater Baton Rouge Airport District 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 requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

1.30 Insurance Requirements

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

1.31 Subcontractor Insurance

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

1.32 Indemnification

Proposer agrees to indemnify, defend, and hold harmless the Greater Baton Rouge Airport District from any and all losses, damages, expenses or other liabilities, including but not limited to those connected with any claim for personal injury, death, property damage or other liability that may be asserted against the Greater Baton Rouge Airport District by any party which arises or is alleged in performing its obligations under this Agreement.

Proposer, its agents, employees and insurer(s) hereby release the Greater Baton Rouge Airport District its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which Proposer, its agents or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

1.33 Fidelity Bond Requirements (not required for this RFP)

1.34 Payment for Services

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

1.35 Termination

- 1.35.1 Termination of this Agreement for Cause** – The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District to comply with the terms and conditions of this contract; provided that the Consultant shall give the Greater Baton Rouge Airport District written notice specifying the Greater Baton Rouge Airport District failure and a reasonable opportunity for the Greater Baton Rouge Airport District to cure the defect.

1.35.2 Termination of this Agreement for Convenience – The Greater Baton Rouge Airport District may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

If the RFP contract services are funded by grant funds, the Greater Baton Rouge Airport District shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

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

1.37 No Guarantee of Quantities

Neither the Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District or others so designated by the Greater Baton Rouge Airport District, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

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

1.40 Record Retention

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

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the Greater Baton Rouge Airport District.

1.45 Governing Law

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

1.46 Claims or Controversies

Any Proposer who believes they were adversely affected by the Greater Baton Rouge Airport District'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 Greater Baton Rouge Airport District will take action on protests within fifteen (15) days of the receipt thereof. The Greater Baton Rouge Airport District may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

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

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

1.47 Proposer's Certification of No Suspension or Debarment

Certification of no suspension or debarment. By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with **Federal Clauses** in Attachment D of this request for proposal.

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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is as outlined in Attachment A.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about the **third quarter** of 2025 and shall cover all project components through project completion. The successful Proposer shall enter into an Agreement with the Greater Baton Rouge Airport District for the services outlined within the Scope of Services – Attachment A, in substantially the same form as the “draft agreement”. The Agreement shall have a Primary Term of three (3) years, commencing on the date the last party signs the Agreement. At its sole discretion, Greater Baton Rouge Airport District shall have the option to extend the Agreement for two (2) additional one (1) year Option Terms under the same terms and conditions. Either party may terminate the Agreement for convenience by providing ninety (90) days’ written notice to the other party.

The Greater Baton Rouge Airport District reserves the right to modify the draft Agreement in any way it deems necessary in the event that the draft Agreement, as it is now written, works to limit or restrict the Insurance Broker Services in a fashion that is not mutually beneficial to the Greater Baton Rouge Airport District, the successful Proposer, and the public.

2.3 Price Schedule Example

Prices proposed by the Proposers should be submitted on the Price Schedule (Example), or similar, as Attachment B-1, accompanied by the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes Greater Baton Rouge Airport District to consider for proposed services. Prices shall include delivery of all services.

2.4 Deliverables

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

2.5 Location

The proposed services must be performed at the Baton Rouge Metropolitan Airport.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the Baton Rouge Airport Insurance Broker Services at the Baton Rouge Metropolitan Airport that you wish the Greater Baton Rouge Airport District to consider.

2.6.2 Technical

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

A. Company Experience and Capabilities

The Proposal should briefly outline the firm's:

1. Years in business as a licensed insurance producer and in compliance with all laws necessary to conduct business in the State of Louisiana, with at least 5 years' experience in providing a broad range of insurance broker services.
2. Principal place of business.
3. Number of employees.
4. A description of the firm's experience with airport or public entity accounts.

B. Company Qualifications

Provide information on your firm's background and qualifications, which addresses the following:

1. Brief descriptions of your firm and unique capabilities that will help you meet the Scope of Services.
2. Experience working with public entities with a scope and size similar to the Greater Baton Rouge Airport District.
3. Outline a work plan, with target dates for beginning and completing steps necessary to meet the Scope of Services. The work plan should include (1) the approach the firm will take to solicit bids from the commercial market, (2) the processes contemplated for program implementation, and (3) a description of how the firm plans to service the account following the program placement. Proposers are encouraged to distinguish between the work plan in year one of the Agreement and the plan to be followed in subsequent years.
4. Describe Risk Management capabilities that meet the Scope of Services.
5. Describe Claims Handling capabilities that meet the Scope of Services.
6. Value-added services with specifications of cost.

C. Proposed Account Team

Identify the person(s) who will provide significant services to this account and include a brief bio for each. For each team member, specify:

1. Their office location
2. Their specific role in serving the Greater Baton Rouge Airport District
3. Public entity experience
4. Other relevant experience

D. References

The names and contact information of representatives from other public entity clients served by team members in the past five years. The Greater Baton Rouge Airport District plans to contact these references during the proposal process. For each reference, include the contact name, phone number, email, address, length of relationship, and services provided.

E. Broker Compensation

The Greater Baton Rouge Airport District's current insurance broker is paid a commission by each insurance company. Proposals should include the broker fee to be paid by the Greater Baton Rouge Airport District. The Greater Baton Rouge Airport District premiums should not include broker commissions. Proposals should include whether payment is to be annual, quarterly, or monthly by line of coverage.

Alternative compensation structures may be provided, but the above requirements must be met at a minimum.

F. SEDBE Participation

Participation in the City of Baton Rouge, Parish of East Baton Rouge's SEDBE program is strongly encouraged. Refer to the SEDBE inclusion section within the RFP for more information.

2.6.3

Any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the Greater Baton Rouge Airport District to consider.

PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Greater Baton Rouge Airport District, not on the basis of what may be inferred.

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

The selection process shall be as follows:

- o A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.
- o The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.
- o Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Proposer to the Airport for approval. The Airport reserves the right to accept or reject any Selection Committee recommendation. The Airport further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.

- The Selection Committee shall operate as follows:

1. Each member of the Selection Committee shall independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the Proposals, each member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each proposer in order to establish up to three (3) of their top firms from the list of firms under consideration.
3. On the first ballot and based on their respective scoring, each member shall then vote for his top three firms in accordance with the following weighted voting schedule:
 - a) Three points for the first rated firm
 - b) Two points for the second rated firm
 - c) One points for the third rated firm

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

4. The score of all firms shall then be totaled and up to the top three (3) highest ranking proposers shall then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms shall be considered in the subsequent rounds as well.
5. On the second ballot, each member of the Selection Committee shall then vote for only one (1) proposer from the list of the top three (3) highest ranking proposers. For a proposer to be selected it must receive a simple majority of the votes being cast by the Selection Committee members voting.
6. If a firm does not receive a simple majority, an additional ballot shall be taken with the top two (2) highest ranking proposers, as described in No. 7 below.
7. Once the top two (2) highest ranking proposers have been obtained, a third ballot (or a fourth ballot, if necessary) shall be taken until one (1) proposer receives a simple majority of the votes being cast. If no proposer receives a simple majority of the votes being cast after these two (2) rounds of balloting, the following tie breaking procedure shall be followed:

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

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

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

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

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

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

3.1 Financial Proposal

The following financial criteria will be evaluated:

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

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost per the following formula: **$CC = (LPC / PC) * MAP$**

The Proposer with the lowest cost will be awarded the maximum allocated points assigned for the Financial category. Other Proposers will receive cost points in accordance with the following formula: $CC = (LPC / PC) * MAP$, where CC is the computed cost, LPC is the lowest proposed cost, PC is the Proposer's cost, and MAP is the maximum allocated points.

To clarify, the computed cost (CC) is determined by dividing the lowest proposed cost (LPC) by the Proposer's cost (PC), and then multiplying the result by the maximum allocated points (MAP). This formula ensures that the Proposer with the lowest cost receives the maximum points, while other Proposers' points are adjusted relative to their cost compared to the lowest proposal.

The Proposer will not be reimbursed for any travel, per diem, photocopying, telephone bills or other related expenses of the engagement unless incurred at the specific written request of the Greater Baton Rouge Airport District. All costs proposed are to be inclusive of all expenses necessary to provide the Scope of Services outlined in this RFP, and should be included in the hourly rates.

3.2 Technical Proposal

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

	Points
1. Company's experience and Capabilities	0-25
2. Company Qualifications	0-25
3. Proposed Account Team	0-10
4. References.	0-20
5. Broker Compensation	0-20
6. SEDBE Participation	0-5
Grand Total for Written Proposal	100

The Greater Baton Rouge Airport District may request additional information, including but not limited to financial statements, or request an oral presentation to assist in the selection, and the Proposer will be expected to cooperate fully with such a request.

SEDBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative.

This procurement has been designated as suitable for certified small entrepreneurships (SEDBE) participation, and has **no set goal as participation is strongly encouraged.**

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

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

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

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

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

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

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

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance requirements are as outlined in Attachment A.

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



Attachment A
Scope of Services
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
Solicitation No.: 2025-06-0910
Baton Rouge Airport Insurance Broker Services

GENERAL:

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all the work necessary to fulfill the Greater Baton Rouge Airport District's needs. While the exact nature and extent of the services are subject to negotiations, the minimum professional services are as follows:

General Services

- a. Act as an independent insurance advisor to the Greater Baton Rouge Airport District and proactively provide ongoing unbiased professional advice and recommendations that benefit the Greater Baton Rouge Airport District and its members.
- b. Proactively provide ongoing review and analysis of the Greater Baton Rouge Airport District's insurance programs.
- c. Be familiar with 1) the coverage provided by all relevant insurance policies and documents issued to the Greater Baton Rouge Airport District; and 2) The exposure of the Greater Baton Rouge Airport District.
- d. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers based on insurance ratings, among other criteria.
- e. Service insurance policies placed for the Greater Baton Rouge Airport District, including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- f. Provide early warning of rate and coverage changes or renewal problems through a process. Promptly advise the Greater Baton Rouge Airport District of any changes in exposure during the policy year that would require revisions to existing insurance coverage. Upon request of the Greater Baton Rouge Airport District, but at least once a year, provide a comprehensive report that reviews all Greater Baton Rouge Airport District insurance programs.
- g. Continually monitor Greater Baton Rouge Airport District operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
- h. Be available to answer questions or obtain answers from underwriters for policy coverage questions. Meet with Greater Baton Rouge Airport District and/or staff of Greater Baton Rouge Airport District departments when requested.
- i. Provide any additional written reports as normally expected of a professional broker to a large client.
- j. Run motor vehicle reports as needed at the request of the Greater Baton Rouge Airport District.

Policy Review

- a. Review policies and other documents in detail within seven (7) days of receipt of the documents to check the wording and accuracy of each policy, binder, certificate, endorsement, or other document received from insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to Greater Baton Rouge Airport District.
- b. Obtain revisions needed to achieve compliance with coverage requests. Timely forward the original policies to the Greater Baton Rouge Airport District with a sheet attached bearing the signature of the person responsible for compliance review.

Policy Amendments

- a. Process requests for policy additions or deletions within one (1) business day of receipt.
- b. Advise in writing about any changes to insurance policy (ies) within one (1) day.

Marketing

- a. When more than one market is approached for a line of coverage, provide Greater Baton Rouge Airport District with copies of declination letters and all premium quotations received with a summary of coverage explaining deficiencies or benefits of the quote compared to the recommended insurance program.

Claims

- a. Assist Greater Baton Rouge Airport District staff, as necessary, by filing claims on assigned insurance programs.
- b. Promptly notify Greater Baton Rouge Airport District of any losses or accidents reported to the Broker, and work with internal or outside claims adjustors as necessary.
- c. Represent the interests of Greater Baton Rouge Airport District and its departments in policy interpretation and other negotiations with insurance carriers.
- d. For all lines of insurance where loss runs are not otherwise available, provide regular (e.g., quarterly) loss runs indicating the member's name, claim status, amount paid, reserves, expected outcomes of cases, and other summary information.

Certificates of Insurance

- a. Issue certificates of insurance within three (3) business days following the date of request and assist the Greater Baton Rouge Airport District with developing and implementing a comprehensive online insurance certificate tracking system.
- b. Review tenants', contractors', and other service providers' certificates to ensure compliance with the Greater Baton Rouge Airport District insurance program.

Billing

- a. Maintain appropriate accounting of amounts due, receipts, and payments to insurers.

Contract Review

- a. Review contracts and lease agreements as requested to ensure that the interests of Greater Baton Rouge Airport District and its members are protected and to avoid duplications in coverage.

Legal Compliance

- a. Comply with all State and Federal laws and regulations pertaining to insurance producers licensed in the State of Louisiana.

Stewardship

At least one hundred twenty days (120) days prior to the anniversary program, provide the Greater Baton Rouge Airport District with a written annual service summary for the policy year to include:

- a. A schedule of coverage showing the nature of coverage, limits, deductibles, insurer, policy number, premium, and other relevant information.
- b. Summary of team servicing this account.
- c. Anticipated renewal terms and conditions and other indications of market conditions, trends, and anticipated changes.
- d. Identified problem areas such as claim handling, safety hazards, insurer financial problems, etc.
- e. Recommendations for improved program design.
- f. Services performed for the current year and planned for the next year.

Additional Services

- a. Provide consultation services, including Risk Management-related training and online resource development.
- b. Provide loss control services as requested by the Greater Baton Rouge Airport District. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverage that should be considered.

Alternative Services

The Broker may propose additional services that the Broker believes may be beneficial to the Greater Baton Rouge Airport District. The Greater Baton Rouge Airport District reserves the right to evaluate such proposed additional services on a case-by-case basis and to negotiate proposed costs for any such services if it is determined they should be provided.

It is anticipated that a single Agreement will be awarded for insurance broker and related services; however, the Greater Baton Rouge Airport District reserves the right to award multiple Agreements if deemed in its best interest to do so.

EVIDENCE OF ABILITY TO DO WORK

Proposers should provide evidence of their ability to provide services in the State of Louisiana as a licensed insurance producer with at least 5 years' experience in providing a broad range of insurance broker services. The Greater Baton Rouge Airport District reserves the right to disqualify any Proposer, who, in the Greater Baton Rouge Airport District's

THIS REQUEST FOR PROPOSALS IS NOT AN AUTHORIZATION TO APPROACH THE INSURANCE MARKETPGREATER BATON ROUGE AIRPORT DISTRICT OR SERVICE AGENCIES ON BEHALF OT THE GREATER BATON ROUGE AIRPORT DISTRICT. THE GREATER BATON ROUGE AIRPORT DISTRICT SPECIFICALLY DIRECTS THAT NO CONTACT OR SOLICATION OF INSURANCE MARKETS, OR MARKET RESERVATION, BE MADE ON BEHALF OF THE GREATER BATON ROUGE AIRPORT DISTRICT. FAILURE TO COMPLY WITH THIS CONDITION SHALL BE GROUNDS OF DISQUALIFICAT

ADDITIONAL REQUIREMENTS FOR THIS PROPOSAL

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

- **Termination for Cause:** The Greater Baton Rouge Airport District may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the **first** such notice of default, Contractor shall have ten **(10) days** after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the Greater Baton Rouge Airport District may declare this Contract, as appropriate, terminated. In the event of a **second** notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five **(5) days** to cure the default. **If a third notice of default should become necessary, the contract may be terminated upon notification of said default.**
- **Termination for Convenience:** The Greater Baton Rouge Airport District may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Request for Proposal 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 Greater Baton Rouge Airport District 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.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to Greater Baton Rouge Airport District information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.



ATTACHMENT B
PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
Solicitation No.: 2025-05-0910
Baton Rouge Airport Insurance Broker Services

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **July 7, 2025 at 2:00 PM** CST in Room 826, of the Greater Baton Rouge Airport District City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

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

Baton Rouge Airport Insurance Broker Services
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 Greater Baton Rouge Airport District all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the Greater Baton Rouge Airport District.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about 3rd Quarter 2025 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the Greater Baton Rouge Airport District's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

(SIGNATURE)

(Typed Name and Title)



ATTACHMENT B-1
PRICING SCHEDULE EXAMPLE
CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE
Solicitation No.: 2025-06-9010
Baton Rouge Airport Insurance Broker Services

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

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

ATTACHMENT B-2

PROPOSER'S ORGANIZATION

Solicitation No.: 2025-06-0910

**Baton Rouge Airport Insurance Broker
Services**

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

PROPOSER IS:

AN INDIVIDUAL

Individual's _____ Name

Doing _____ business _____ as:

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm _____ Name:

Address: _____

Name _____ of _____ person _____ authorized _____ to _____ sign:

Title: _____

Telephone No.: _____ 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 PROPOSER IS A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH PROPOSAL.

Corporation _____ Name: _____

Address: _____

State _____ of _____ Incorporation: _____

Name _____ of _____ person _____ authorized _____ to _____ sign: _____

Title: _____

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

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

ATTACHMENT B-3
Solicitation No.: 2025-06-0910
Baton Rouge Airport Insurance Broker Services
CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a
corporation organized under the laws of the State of _____
_____ and domiciled in _____ was
held
this _____ day _____, 20____
_____ and was attended by a quorum of the members of the Board of Directors
The following resolution was offered, duly seconded and after discussion
was unanimously adopted by said quorum:

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

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

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

This _____ day of _____, 20____

SECRETARY

ATTACHMENT C
INSURANCE REQUIREMENTS
for Baton Rouge Airport Insurance Broker Services
Solicitation No. 2025-06-0910



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 Greater Baton Rouge Airport District Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. General Liability Insurance

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

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Exp	\$5,000

B. Automobile Liability Insurance

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

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
--------------------------------------	---

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
--------------------------------------	---

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

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

F. The Certificate Holder should be shown as:

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

G. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.

NOTE TO PROPOSERS:

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

ATTACHMENT D

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.



Attachment E
Sample Contract for Baton Rouge Airport Insurance Broker Services
RFP #2025-06-9010
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

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

Contractor shall provide consulting services as described herein for Baton Rouge Airport Insurance Broker Services for the Baton Rouge Metropolitan Airport.

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

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall be as follows: The Scope of Services is as defined per Attachment A, attached and made a part of this agreement.

Article I: Services

The GREATER BATON ROUGE AIRPORT DISTRICT hereby agrees to engage BROKER, who shall perform and carry out, in a satisfactory manner, the insurance broker services outlined in the Scope of Services, attached hereto as "Exhibit A" (the "Services").

BROKER shall perform Additional Services only upon the written request of GREATER BATON ROUGE AIRPORT DISTRICT. The compensation for any Additional Services will be negotiated and approved in advance by the GREATER BATON ROUGE AIRPORT DISTRICT, and the Agreement shall be amended in writing prior to any Additional Services rendered. "Additional Services" means any insurance broker services not identified in the Scope of Service.

The GREATER BATON ROUGE AIRPORT DISTRICT shall issue a Notice to Proceed to BROKER, and upon receipt, BROKER shall commence providing the Services. Any services BROKER performs before the Notice to Proceed issuance shall be at BROKER'S sole risk and liability. The GREATER BATON ROUGE AIRPORT DISTRICT shall not be liable for claims for, or related to, Services performed prior to the Notice to Proceed issuance.

Article II: Term

The Primary Term of this Agreement is three (3) years, commencing on the date the last Party signs this Agreement. At its sole discretion, the GREATER BATON ROUGE AIRPORT DISTRICT shall have the option to extend the Agreement for two (2) additional one (1) year Option Terms, under the same terms and conditions.

Article III: Compensation

The total compensation to be paid to BROKER for the provision of the Services shall be an annual fee of _____ Dollars (\$_____.00) (the "Annual Fee"). The Annual Fee shall be paid by the GREATER BATON ROUGE AIRPORT DISTRICT upon commencement of this Agreement and during each subsequent year of the Primary Term and any exercised Option Term(s), on the anniversary date of this Agreement.

Article IV: Responsibilities

BROKER shall be responsible for the professional quality, technical accuracy, and coordination of all Services provided by BROKER under this Agreement. BROKER shall, without additional compensation, correct any errors or deficiencies in any documents prepared in association with this Agreement.

The GREATER BATON ROUGE AIRPORT DISTRICT shall be responsible for cooperating with BROKER by making a diligent effort to provide the items reasonably necessary for BROKER to provide its Services.

Article V: Ownership

All documents prepared under this Agreement shall become the sole property of the GREATER BATON ROUGE AIRPORT DISTRICT. BROKER shall not provide any of the GREATER BATON ROUGE AIRPORT DISTRICT's documents to others without prior written authorization from the GREATER BATON ROUGE AIRPORT DISTRICT.

Article VI: Compliance

BROKER agrees to comply with GREATER BATON ROUGE AIRPORT DISTRICT's rules, ordinances, and policies and to comply with all federal, state, and local laws, regulations, rules, ordinances, orders, policies, and other regulatory measures now in existence or, as may be hereafter adopted, modified or amended, applicable to this Agreement or to insurance producers licensed in the State of Louisiana.

Article VII: Subcontracts

BROKER shall not assign or transfer any interest in this Agreement without the prior written consent of the GREATER BATON ROUGE AIRPORT DISTRICT.

Article VIII: Insurance

BROKER shall at all times carry liability and such other insurance coverage and in such minimum amounts as specified in the Insurance Requirements attached hereto and made a part hereof as "Attachment B"

Article IX: Indemnification

BROKER agrees to indemnify, defend, and hold harmless the GREATER BATON ROUGE AIRPORT DISTRICT, the City of Baton Rouge, the Parish of Baton Rouge, and the Baton Rouge Greater Baton Rouge Airport District Consolidated

Government, and their respective elected and appointed officials, employees, agents, and representatives against and from any and all suits, actions, causes of action, rights of action, claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, all reasonable attorney's fees) caused by the negligence, gross negligence, or intentional act or omission of BROKER, its officers, employees, agents, or representatives in connection with the performance of this Agreement.

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

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

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

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

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

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

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

COMMENCEMENT OF WORK: No work shall be performed by Contractor and the Greater Baton Rouge Airport District shall not be bound until such time as a Contract is fully executed between the Greater Baton Rouge Airport District and the Contractor and all required approvals are obtained.

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

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

TERMINATION OR SUSPENSION: The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District shall give the Consultant written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Greater Baton Rouge Airport District may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Greater Baton Rouge Airport District to comply with the terms and conditions of this contract; provided that the Consultant shall give the Greater Baton Rouge Airport District written notice specifying the Greater Baton Rouge Airport District failure and a reasonable opportunity for the Greater Baton Rouge Airport District to cure the defect.

The Greater Baton Rouge Airport District may terminate this Agreement at any time without cause by giving 30 days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

Should the Greater Baton Rouge Airport District find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days' notice given by the Greater Baton Rouge Airport District in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the Greater Baton Rouge Airport District of 30 days' notice in writing to that effect.

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

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

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

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

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

INDEMNITY: Contractor agrees to indemnify, defend, and hold harmless the Greater Baton Rouge Airport District from any and all losses, damages, expenses or other liabilities, including but not limited to any claim for personal injury, death, property damage or other liability that may be asserted against the Greater Baton Rouge Airport District by any party which arises or allegedly agents in performing its obligations under this Agreement.

Contractor, its agents, employees and insurer(s) hereby release the Greater Baton Rouge Airport District its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

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

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

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

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

TAXES: Any taxes, other than state and local sales and use taxes, from which the Greater Baton Rouge Airport District is exempt, shall be assumed to be included within the Contractor's cost.

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

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the Greater Baton Rouge Airport District.

CONFIDENTIALITY: The following provision will apply unless the Greater Baton Rouge Airport District agency statement of work specifically indicates that all information exchanged will be non-confidential:

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

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

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

IN WITNESS WHEREOF, the Greater Baton Rouge Airport District and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON

ROUGE

By:

Title:

CONTRACTOR

By:

Title:

Typed Name and Title

2 CFR Requirement Small Minority and Women's Businesses

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

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

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

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

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

ATTACHMENT E -1

E-1 DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The Greater Baton Rouge Airport District'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 that there will be no set goal however, SEDBE participation is strongly encouraged.

PART I – POLICY/ COMPLIANCE

(A) The Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District'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 Greater Baton Rouge Airport District contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts. The Greater Baton Rouge Airport District desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by EBEs. By providing equitable opportunities for EBEs, the Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District'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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District's Socially and Economically Disadvantaged Business Enterprise Program in the award and administration of Greater Baton Rouge Airport District 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 (Greater Baton Rouge Airport District) 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 Greater Baton Rouge Airport District 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: Greater Baton Rouge Airport District will count EBE participation toward overall and contract goals as provided in Greater Baton Rouge Airport District's Socially and Economically Disadvantaged Business Enterprise Program ("the Program"). Greater Baton Rouge Airport District will only count EBE participation by those EBEs performing commercially useful functions. Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District's certification process. Only EBE certified firms under the Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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 Greater Baton Rouge Airport District 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
SEDB Responsiveness Form

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

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Form 1 SEDB Responsiveness Form Continuation Page 1

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

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGE 1:

Total % Value of Work Purchases	Total SEDB Participation
%	%

Form 1 SEDB Responsiveness Form Continuation Page 2

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

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGE 2:

Total % Value of Work Purchases	Total SEDB Participation
%	%

Form 1A Required Participation Questionnaire

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;"> <input type="checkbox"/> small business <input type="checkbox"/> SBA certified </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Women-owned business <input type="checkbox"/> LAUCP DBE certified </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Minority-owned business <input type="checkbox"/> SEDB certified with CITY-PARISH </div> <p><small>*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.</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> <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

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: _____

H2B WORKFORCE REQUIREMENTS

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

☐ Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request. ☐

☐ Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand. ☐

☐ Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order. ☐

☐ Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations. ☐

☐ In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays. ☐

☐ Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order. ☐

☐ Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations. ☐

☐ Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law. ☐

☐ Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period. ☐

☐ Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker. ☐

☐ Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order. ☐

☐ Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana. ☐

☐ In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had

APPENDIX B

2025 BATON ROUGE METROPOLITAN AIRPORT MINIMUM INSURANCE
LIMITS

As Applicable	
Commercial/Aviation General Liability	\$100,000,000 Each Occurrence (offense in respect of Bodily injury, personal and advertising injury and Property Damage combined)
Products and completed Operations	\$100,000,000 Aggregate
Personal and Advertising Injury	\$50,000,000
Malpractice	\$50,000,00 Aggregate
Extended Coverage-War, Hi-jacking and other perils	\$100,000,000
Medical Expense	Not included
Hangarkeepers not "in flight" occurrence	\$100,000,000 any one occurrence
Hangarkeepers not "in flight" aircraft	\$100,000,000 any one aircraft
Non-owned Aircraft Liability	\$100,000,000 any one occurrence
Excess Automobile Liability (off premises)	\$25,000,000
Excess of \$1,000,000 any one accident/occurrence	
Excess Employers Liability (excluding disease)	\$25,000,000
Excess of \$1,000,000 any one accident/occurrence	
Excess Liability (excess of \$100M primary)	\$50,000,000 Aggregate
General Liability for vacant land	\$1,000,000 with a \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 Combined single limit \$100,000 Uninsured Motorist
Police Professional Liability	\$1,000,000 Each occurrence \$1,000,000 Aggregate \$10,000 deductible Line of duty sublimit \$50,000 with \$100,000 Aggregate
Public Officials Directors and Officers	\$1,000,000 with \$10,000 deductible
Employment Practices Liability	\$1,000,000 with \$15,000 deductible Non-Monetary coverage-Defense only \$50,000 with \$15,000 deductible Crisis Management \$25,000 with \$5,000 deductible.
Property	\$60,000,000 Limit \$25,000 deductible all other perils \$250,000 named storm wind/hail deductible \$100,000 all other wind/hail deductible

Includes Inland Marine	\$2,852,316 Inland Marine scheduled equipment limit
Includes Flood	\$5,000,000 with \$100,000 deductible
Boiler and Machinery including jurisdictional inspections. Property damage included.	\$100,000,000 with \$25,000 deductible
Equipment Breakdown	\$5,000,000 with 24 hour deductible
Business Income and extra expense	\$100,000 deductible included within property damage deductible
Perishable Goods	\$1,000,000
Utility Interruption	\$250,000
Data Restoration	\$250,000
Pollutants and/or Hazardous Materials	\$250,000
System Installation and soft cost	\$250,000
Water Damage	
Terrorism and Sabotage	\$60,000,000 with \$5,000 deductible

Limits shown are minimum requirements. Higher required limits may be warranted and are determined on a case-by-case basis at the sole discretion of the GREATER BATON ROUGE AIRPORT DISTRICT.