

# **REQUEST FOR PROPOSAL INTEGRATED LIBRARY SYSTEM**



**Solicitation No: 2025-11-1200  
Proposal Opening Date: September 25, 2025**

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

**NOTE TO PROPOSERS:**

- 1) Submit a 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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### **KEY REMINDERS TO PROSPECTIVE PROPOSERS**

- Submit a separate set of Proposal Forms with all required information as your Proposal.
- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question-and-answer period.
- Provide complete answers and descriptions
- Review the RFP and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in the designated place on Attachment E Proposal Form.

Retain the complete set of specifications and contract documents for your files.



# REQUEST FOR PROPOSAL FOR INTEGRATED LIBRARY SYSTEM

2025-11-1200

## PART I. ADMINISTRATIVE AND GENERAL INFORMATION

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### 1.1 Background

Established in 1939, the East Baton Rouge Parish Library (Library) is a community service organization that connects our citizens with information, resources, materials, technology, and experiences to make a positive difference in their lives. The Library contributes to the quality of life, enjoyment, enlightenment, and economic vitality of our diverse and dynamic community.

The East Baton Rouge Parish Library boasts a collection of over 1.8 million items. In 2024, the Library had a total of 2.8 million circulations, with 1.3 million of these being digital, and over 300,000 registered borrowers. The Library system comprises the Main Library, 14 community branches, and several bookmobiles. It utilizes local carrier services to transfer items between libraries, fulfilling patron hold requests. The Library's collection does not float, except for a small collection (around 300 items) of art prints and sculptures. Recently, the library has begun circulating non-traditional items, such as hotspots, board games, blood pressure cuffs, ukuleles, and microscopes, with new library-of-things items added each year.

East Baton Rouge Parish Library is a governmental entity of the consolidated government of the City of Baton Rouge and the Parish of East Baton Rouge. The library system operates under the control of the City-Parish government and the direction of the Library Board of Control, a seven-person board appointed by the Metropolitan Council.

Since its first dedicated property tax in 1986, the Library has completed two stages of a comprehensive building program. It has dramatically increased services and resources for residents throughout the Parish. All branches are open seven days a week, offering reference and information services, print and non-print resources, free programs, classes, workshops, and computers with internet access for the public.

Like libraries across the country, the East Baton Rouge Parish Library has undergone significant changes in its programs, services, and engagement with its members. Public libraries are no longer just repositories of books; instead, they are becoming vibrant community centers, offering lifelong learning opportunities for all who use their services. As such, the East Baton Rouge Parish Library has embraced this trend and continues to implement innovative programs and spaces throughout the library system to better serve our residents.

The Library currently uses the Integrated Library System (ILS) V-smart, developed by Axiell, to perform daily transactions, functions, and operations using the following modules: cataloging, acquisitions, serials, circulation, system configuration, and reporting.

The Library has been using V-smart since 2009. In addition to V-smart, the Library uses Axiell's Iguana for its online patron catalog and V-insight for data dashboards that integrate into the V-smart reporting module. Library staff currently maintain these products across four virtual servers on-site with technical support from Axiell.

	<b>Present Level</b>	<b>Estimated 5-Year Growth</b>
<b># Bibliographic records</b>	775,896	825,000
<b># Items</b>	1.8 million	2 million
<b># Patron records</b>	311,170	350,000
<b>Annual circulation</b>	2.8 million	3 million
<b>Annual orders placed</b>	600	600
<b># Serials subscriptions</b>	2400	2300
<b># Simultaneous staff users</b>	250	350

#### **1.1.1. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals, as permitted by the City of Baton Rouge, Parish of East Baton Rouge's governing statutes, ordinances, resolutions, and policies, from bona fide, qualified proposers interested in providing an integrated library system for our patrons and staff. The library has been using Axiell's V-smart for sixteen years. The community's needs have evolved over time, and our goal is to conduct a market survey to identify a solution that addresses their current concerns. The Library expects the proposed solution to improve our patron and staff experience and integrate seamlessly with other library services. Proposals are sought for a cloud-based solution, including software, configuration, data migration & clean-up, training, project management, and ongoing maintenance and support.

#### **1.1.2 Goals and Objectives**

The goals of this project include:

- Implement a modern, intuitive interface that improves efficiency for both staff and patrons.
- Reduce manual processes and eliminate redundant steps to improve staff efficiency.
- Provide powerful, flexible search capabilities that meet modern user expectations
- Create a robust system for managing library data.
- Support existing integrations or provide alternatives for functionality
- Improve patron experience through better communication and service delivery.
- Ensure reliable, efficient system operation.
- Ensure staff can effectively utilize all system features.
- Maintain critical historical data while improving data structure.

## 1.2 Definitions

- A. Shall - The term "shall" denotes mandatory requirements.
- B. Must - The term "must" denotes mandatory requirements.
- C. May - The term "may" denotes an advisory or permissible action.
- D. Should - The term "should" denotes desirable.
- E. Contractor - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. EBRPL – East Baton Rouge Parish Library
- H. Library - East Baton Rouge Parish Library.
- I. State - The State of Louisiana.
- J. Department - Department for whom the solicitation is issued.
- K. Director - Director of Purchasing.
- L. City-Parish - City of Baton Rouge-Parish of East Baton Rouge
- M. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications and/or presentations with responsible Proposers who submit proposals in response to this RFP.
- N. Library – East Baton Rouge Parish Library
- O. Library IT – The Library's Computer Services division serves as the primary IT support department for East Baton Rouge Parish Libraries. It maintains oversight over all related Library web and digital platforms.

### 1.3 Schedule of Events

Item	Anticipated Schedule
RFP emailed to prospective proposers	August 8, 2025
Deadline to receive written inquiries	September 11, 2025 5:00 PM CST
Deadline to answer written inquiries	September 18, 2025
Non-Mandatory Pre-Proposal Meeting (Virtual)	September 4, 2025 @ 2:30 PM CT
Proposal Opening Date (deadline for submitting proposals)	September 25, 2025 2:00 PM CST
Presentations & Discussions (if applicable)	Week of October 24, 2025
Notice of Intent to Award announcement and 14-day protest period begins, on or about	January 15, 2026
Contract execution, on or about	January 29, 2026

**NOTE:** The City of Baton Rouge-Parish of East Baton Rouge reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by issuing an addendum to the RFP.

**A Non-Mandatory “Virtual” Pre-Proposal Conference will be conducted on September 4, 2025 at 2:30 PM CST via TEAMS. The link is as follows:**

[https://teams.microsoft.com/join/19%3ameeting\\_MzMxZWl5YjctYjg3Zi00Y2FiLTg0MiltNmVIYjExMGY5ZWV0%40thread.v2/0?context=%7b%22Tid%22%3a%22e4ed87d5-4870-48d9-806a-d90962385998%22%2c%22Oid%22%3a%22ad609399-fa36-424a-9410-cd86919aafb9%22%7d](https://teams.microsoft.com/join/19%3ameeting_MzMxZWl5YjctYjg3Zi00Y2FiLTg0MiltNmVIYjExMGY5ZWV0%40thread.v2/0?context=%7b%22Tid%22%3a%22e4ed87d5-4870-48d9-806a-d90962385998%22%2c%22Oid%22%3a%22ad609399-fa36-424a-9410-cd86919aafb9%22%7d)

Meeting ID: 213 066 614 017 2 Passcode: MM6KF3tD

**Attendance is not mandatory but strongly encouraged.**

### 1.4 Proposal Submission

This RFP is available in PDF format. If a printed form is required, submit a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact.)

**Purchasing shall receive all proposals no later than the date and time shown in the Schedule of Events.**

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

X Proposal Name: Library ILS System  
X Solicitation No. 2025-11-1200  
X Proposal Opening Date & Time: September 25, 2025 at 2:00 PM

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

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

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

Or mailed to:

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

The 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.

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

\*Note: City of Baton Rouge-Parish of East Baton Rouge has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain> and is available for vendor self-enrollment. In that, LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been sent and posted; notice and receipt thereof are considered formally given as of their respective posting dates. The City of Baton Rouge-Parish of East Baton Rouge also posts to Central Bidding (<http://www.centralauctionhouse.com>); however, bid submission cannot be made through Central Bidding for RFPs.



## 1.5 Proposal Response Format

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

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

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

The cover letter should also:

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

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

- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities, existing customer satisfaction, demonstrated volume of merchants, etc. Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers should describe their ongoing support service, the size and expertise level of support staff, how libraries request support from the vendor, the support process, and how the vendor keeps the library up to date with their support issues. Optional information to include in the proposal to demonstrate qualifications and experience include 1) Detailed resumes of key personnel who will be involved in the project, 2) Copies of all relevant licenses or certifications required for the tasks outlined in the Scope of Work, and/or 3) Descriptions and documentation of past projects that demonstrate the vendor's ability to perform similar work.

- D. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- Registration and Licensing: Must be registered with the LA Secretary of State and hold all active licenses necessary to perform the tasks outlined in the Scope of Work.
  - Insurance: Must carry a minimum of \$1 million in liability coverage and be able to provide evidence of company auto insurance.
  - Vendors must be registered in Vendor Self Service.
- E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable), data clean-up, data migration, configuration, testing, and complete project implementation. This schedule includes implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** A detailed pricing sheet outlining the vendor's rates for time and materials and any other relevant costs shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual agreement with the City-Parish.
- H. **Sample Vendor Contract:** The City-Parish expects to use its own contract, however, we are interested in a copy of the vendor's contract for consideration.

#### **I. Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's, respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at the Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:  
<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the contract term and expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation, and the dollar amount of each.



In RFPs requiring compliance with a good faith subcontracting plan, the City-Parish may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In evaluating proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between the Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate that its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, that the Contractor did not perform its subcontracting plan in good faith, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>. that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed Original response (clearly marked "ORIGINAL") response. Five (5) Additional copies of the proposal should be provided, Copy (clearly marked "COPY") and numbered, as well as one (1) redacted copy (clearly marked "REDACTED"), if applicable (See Section 1.6). A USB flash drive with the proposal, including the Cybersecurity Questionnaire spreadsheet in Attachment B, must also be provided.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are 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 circumstances. 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, the proposer must claim protections at the time of submission of its Technical Proposal. The 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" to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

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

The City of Baton Rouge-Parish of East Baton Rouge reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, other City-Parish agencies or organizations, and the project consultant for the sole purpose of assisting City of Baton Rouge-Parish of East Baton Rouge in its evaluation of the proposal. The City of Baton Rouge-Parish of East Baton Rouge shall require said individuals to protect the confidentiality of any specifically identified proprietary or privileged business information obtained due to 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 "REDACTED COPY" to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed."

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held virtually through TEAMS on September 4, 2025 at 2:30 PM CST via TEAMS. The link is as follows:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MzMxZWl5YjctYjg3Zi00Y2FiLTg0MjltNmVIYiExMGY5ZWV0%40thread.v2/0?context=%7b%22Tid%22%3a%22e4ed87d5-4870-48d9-806a-d90962385998%22%2c%22Oid%22%3a%22ad609399-fa36-424a-9410-cd86919aafb9%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzMxZWl5YjctYjg3Zi00Y2FiLTg0MjltNmVIYiExMGY5ZWV0%40thread.v2/0?context=%7b%22Tid%22%3a%22e4ed87d5-4870-48d9-806a-d90962385998%22%2c%22Oid%22%3a%22ad609399-fa36-424a-9410-cd86919aafb9%22%7d)

Meeting ID: 213 066 614 017 2 Passcode: MM6KF3tD

### **Attendance is not mandatory but strongly encouraged.**

*Prospective proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.*

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

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and submit any written questions. Without exception, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date outlined in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

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

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to the Director of Purchasing (see Sect. 1.46 ) 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 regarding the specification documents will not be considered after proposals are opened.

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

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



Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:  
City of Baton Rouge-Parish of East Baton Rouge  
Purchasing Division  
222 Saint Louis Street, Room 826, Baton Rouge, LA 70802

E-Mail: [1200EBRPLILS@brla.gov](mailto:1200EBRPLILS@brla.gov)

Phone: (225) 389-3259

### **1.8 Errors and Omissions in Proposal**

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

### **1.9 Proposal Guarantee NOT REQUIRED FOR THIS RFP**

### **1.10 Performance Bond NOT REQUIRED FOR THIS RFP**

### **1.11 Changes, Addenda, Withdrawals**

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

If the proposer needs to submit changes or addenda, such shall be submitted in writing before 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 submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

### **1.13 Material in the RFP**

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

### **1.14 Waiver of Administrative Informalities**

At its sole discretion, the City of Baton Rouge-Parish of East Baton Rouge reserves the right to waive administrative informalities contained in any proposal.

### **1.15 Proposal Rejection**

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

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

### **1.16 Ownership of Proposal**

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

### **1.17 Cost of Offer Preparation**

The City of Baton Rouge-Parish of East Baton Rouge is not liable for any costs incurred by prospective Proposers or Contractors before issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of Baton Rouge-Parish of East Baton Rouge.

### **1.18 Non-negotiable Contract Terms**

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

### **1.19 Taxes**

Any taxes other than state and local sales and use taxes, from which the City of Baton Rouge-Parish of East Baton Rouge 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 an award is made unless the Proposer provides for a different time period within its proposal response. However, the City of Baton Rouge-Parish of East Baton Rouge 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 their proposal, whether they produce or provide them. The City of Baton Rouge-Parish of East Baton Rouge shall consider the selected Proposer to be the sole point of contact regarding 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 contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana before the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor 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, the successful vendor shall supply evidence of a current occupational license and/or permit issued by the City-Parish, if applicable.



## **1.22 Use of Subcontractors**

Each Contractor 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, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors. City of Baton Rouge-Parish of East Baton Rouge strongly encourages the acquisition of goods and services from and direct participation of disadvantaged business enterprises ("DBEs") from the State of Louisiana and the Baton Rouge Region and City-Parish certified SEDBEs. The term DBE, as used herein, means a business entity certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise ("LAUCP-DBE").

The DBE Program is a race- and gender-neutral program intended to provide additional contracting and procurement opportunities for certified small businesses and disadvantaged business enterprises by encouraging contractors who receive state contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts.

The City of Baton Rouge-Parish of East Baton Rouge desires to achieve commercially meaningful and useful participation by DBEs to the greatest extent possible. By providing equitable opportunities for DBEs, the City of Baton Rouge-Parish of East Baton Rouge derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Proposers should present a responsible plan that provides for the participation of qualified DBEs. Proposers should clearly state DBE participation goals and their plan for implementation in their proposals. Proposers should also include information about the participation levels managed on other prior projects.

Participation shall be counted toward meeting the contract goals only by business entities certified under LAUCP-DBE/certified SEDBE by the City of Baton Rouge-Parish of East Baton Rouge. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in the planning, development, construction, and operation of the Project.

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

Each subcontractor must also provide information required by the prime contractor under the terms of the RFP. The subcontractors must agree to be bound by the contract terms. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

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

If conducted, any commitments or representations made during these discussions may be formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish's 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**

If a contract ensues, the mandatory RFP requirements will become contractual obligations. Failure of the successful Proposers to accept these obligations will result in the rejection of the proposal.

### **1.25 Evaluation and Selection (see Part III Evaluation)**

### **1.26 Contract Negotiations**

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

## **1.27 Contract Award and Execution**

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

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

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

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

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

The City-Parish intends to award 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. All parties concerned will complete and sign a contract on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

### **1.29 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services. Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.30 Debriefings**

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-389- 3259 or e-mail to [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com) to schedule the debriefing. Debriefings will be solely for reviewing their proposal scoring results with the requesting vendor.

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

### **1.31 Insurance Requirements**

The contractor shall furnish the City-Parish 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 City-Parish will receive and approve the Certificates before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

### **1.32 Subcontractor Insurance**

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

### **1.33 Indemnification**

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



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

#### **1.34 Fidelity Bond Requirements NOT REQUIRED FOR THIS RFP**

#### **1.35 Payment for Services**

Each department shall pay the Contractor per the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. The City-Parish will make payments within approximately thirty (30) days after receiving a properly executed invoice and approval by the department. Invoices shall include the contract or purchase order number, using the department and the product/service provided. Invoices shall include the contract or purchase order number, using the department and the product/service provided. The department may request additional documentation to evidence activity or to ensure proof of payment if the payment is a reimbursement for Vendor-incurred costs. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### **1.36 Termination**

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

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

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

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

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

### **1.37 Assignment**

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

### **1.38 No Guarantee of Quantities**

The quantities mentioned in the RFP are estimated to be the amount needed. If a greater or lesser quantity is needed, the City-Parish reserves the right to increase or decrease the amount at the unit price stated in the proposal. Neither City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during this agreement, as determined by actual needs and availability of appropriated funds.

### **1.39 Audit of Records**

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

### **1.40 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contractor 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 the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into because of this agreement.

#### **1.41 Record Retention**

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

#### **1.42 Record Ownership**

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

#### **1.43 Content of Contract/Order of Precedence**

In the event of an inconsistency between the contract, the RFP, and/or the Contractor'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 Contractor's Proposal.

#### **1.44 Contract Changes**

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

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

#### **1.45 Substitution of Personnel**

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

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



#### **1.46 Governing Law**

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to Code of Ordinances, purchasing regulations, standard terms and conditions, special terms and conditions, and specifications listed in this RFP.

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

The venue of any action brought regarding this Contract shall be in Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.47 Claims or Controversies**

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

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

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

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

#### **1.48 Proposer's Certification of OMB A-133 Compliance**

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

A list of parties suspended or debarred can be viewed online at <http://www.sam.gov>.

## **PART II. SCOPE OF WORK/SERVICES**

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### **2.1 Scope of Services**

The Scope of Services is outlined in Attachment A.

### **2.2 Period of Agreement**

The initial term of any contract resulting from this solicitation will be twelve months and shall begin on or about January 1, 2026, and end on December 31, 2026. The City-Parish shall have the option to renew the contract for (4) four additional 12-month periods under the same terms, conditions, and pricing as the original proposal, subject to appropriation of funds and mutual consent by both parties.

### **2.3 Price Schedule**

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment E. Prices submitted shall be firm for the contract term and inclusive of all charges. The Contractor wishes the City-Parish to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

Note: The Proposer must include an itemized listing of all expenses or fees (including travel) expected to be paid by the Department.

### **2.4 Deliverables**

The deliverables listed in Attachment A (Scope of Services) and Attachment B (Cybersecurity Questionnaire) are the minimum desired from the successful proposer. For Attachment A, every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. The Evaluation Committee and a contracted IT security vendor will evaluate Attachment B.

### **2.5 Proposal Elements**

### **2.5.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. This would include a detailed pricing sheet outlining the vendor's rates for time and materials and any other relevant costs. Strong proposals would address the cost-effectiveness of the proposal, based on the vendor's pricing structure for time and materials, as well as the relationship between the costs

and potential revenue through the dispensation of properties.

### **2.5.2. Qualifications**

Each proposer should address their capability to execute all tasks outlined in the Scope of Work, including the availability of necessary resources, staff, and expertise. Proposals could include documentation of the following:

- Resumes: Detailed resumes of key personnel involved in the project.
- Licenses: Copies of all relevant licenses or certifications required for the tasks outlined in the Scope of Work.
- Experience: Descriptions and documentation of past projects demonstrating the vendor's ability to perform similar work, particularly in public libraries similar to EBRPL in service population (448,000), collection size (1.8 million), number of branches (14), and/or annual circulation transactions (2.8 million).

### **2.5.3 Technical**

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

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements with particular attention to:
  - Plans for training.
  - Provision for customer service, including personnel assigned, toll-free number, account inquiry, etc.
  - Resumes for the account manager, designated customer service representative(s), and any other key personnel to be assigned to this project, including those of subcontractors, if any.
  - References for at least three public libraries for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
  - Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
  - Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Cybersecurity Questionnaire (Attachment B)

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

## **PART III EVALUATION AND SELECTION**

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A committee whose members have expertise in various areas has been selected to evaluate all proposals. It is comprised of library staff members representing the various areas of the Library. In addition, a consultant will be a non-voting member. This Evaluation Committee will determine which proposals are reasonably susceptible to being selected for an award. Written or oral discussions may be conducted with any or all of the Proposers to make this determination. Library staff who are subject matter experts will be brought into conversations with the Evaluation Committee and will attend the vendor presentations.

The Library has contracted with an IT firm to aid the Evaluation Committee in grading, analyzing and documenting results of the Cybersecurity Questionnaire in Attachment B.

The Committee may reject any or all proposals if none are considered in the best interest of the City-Parish.

The Evaluation Committee will:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in evaluating the proposals.
- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.
- Request a sandbox for the use of committee members. The sandbox should have the most current stable release of the software installed and use a selection of MARC bibliographic and item data exported from the current ILS. Credentials and permissions should be provided as needed.

The evaluation factors reflect the considerations represented in the requested proposal response. While cost is important, other factors are also significant, and the Library may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives for a fair and reasonable cost.

The Library intends to follow a three (3) phased evaluation plan as described in the following paragraphs. Please note, however, that the City-Parish receives the right to bypass any phases or portions thereof if it is deemed to be in the best interests of the Library.

### **Phase 1: Initial Review of Proposals**

Upon receipt, the City-Parish will perform an initial review to determine which proposals merit further consideration based on the completeness and professionalism of the proposal, vendor background and experience, relative functionality provided by the proposed system, and cost.



## Phase 2: Proposals Considered for Further Evaluation

The Evaluation Committee will evaluate proposals that merit further consideration based on the criteria listed below, which correspond to information requested in various sections of the proposal:

**Relevant Experience and Demonstrated Capabilities (20%):** Refers to the relevant experience of and capabilities demonstrated by the Proposer to meet the functionality desired by the Library within this RFP including Vendor experience in the marketplace, number of similar public library installations previously deployed, responses to the Cybersecurity Questionnaire (Attachment B), and quality and clarity of the Proposal presentation, amongst other factors.

**Criteria for Functionality (45%):** Refers to the quality, clarity, professionalism, thoroughness, and responsiveness of the proposal, and how the Proposer intends to meet core requirements outlined within this RFP.

**Project Management, Training, and Support (25%):** Refers to the Proposer's project management approach, including the approach to testing, project management, support and maintenance, and training, amongst other factors.

## Phase 3: Presentations, Interviews, and/or Additional Information Review:

After the Phase 2 evaluation, the Evaluation Committee will determine which parties to invite to present to the Evaluation Committee formally. The Library will:

- Request a sandbox for the use of committee members. The sandbox should have the most current stable release of the software installed and use a selection of MARC bibliographic and item data exported from the current ILS. Credentials and permissions should be provided as needed.
- Contact officials from other jurisdictions regarding the proposing party, its prior work experience, and its ability to complete the scope of services successfully.
- Request clarification or additional information from Proposers to assist in the evaluation process, if needed.
- The library may require changes in the scope of services and/or best and final offers (BAFO) before Contract execution.

The Evaluation Committee will use the Cybersecurity Questionnaire (Attachment B) to aid in identifying the finalists for Phase 3. As part of Phase 3, the finalists' audits will be sent to the Library's contracted IT firm for a deeper analysis and to collect evidence/documentation to support their conclusions.

Following Phase 3, the Evaluation Committee will formulate its recommendation for a Notice of Intent to Award based on the totality of information provided in the RFP response, subsequent presentations, clarifications from proposers, interviews of references, sandbox testing, and documentation from Cybersecurity Questionnaire. Before Final Selection, the Evaluation Team will evaluate the finalists' cost proposals and/or BAFO (10%, which refers to the total amount of the Proposer's Cost Proposal). The Evaluation Committee may also choose to score formal presentations formally, should it be deemed necessary.



The proposer with the lowest cost will be awarded maximum allocated points, assigned Financial. Other proposers will receive cost points in accordance with the following  $CC = (LPC/PC \text{ divided by } MAP)$ . CC= computed cost, LPC= lowest proposed cost, PC= proposer's cost and MAP=maximum allocated points

## **PART IV. PERFORMANCE STANDARDS**

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### **4.1 Performance Requirements**

*Work shall be performed according to the scope and schedule.*

### **4.2 Performance Measurement/Evaluation**

The Library will have a representative designated as the primary point of contact to coordinate all work with the contractor. Upon completion of work, the contractor will notify the Library's representative and advise the work is done. The representative will inspect the work to ensure it is complete and meets the contract standards. The contractor will be notified within three business days if work does not meet the standards.

#### **MBE/SBE/WBE Initiative**

##### **Participation by Certified Small Entrepreneurships/DBE Initiative**

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

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

Proposers 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 following 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.cfprd.doe.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 "Smaller". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <https://www.mbda.gov/>.

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

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

If 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 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.

## **Attachment A**

### **Scope of Services**

The East Baton Rouge Parish Library expects the project schedule to be informed by the Scope of Work listed below. While this Scope has been designed to satisfy the project's objectives, the Library may consider suggestions for different or additional phase details.

#### **Required Functionality**

The following requirements constitute the Library's minimum requirements for an ILS solution. Vendors can explain requirements that cannot be met as stated below, provide an informational description, or furnish alternate solutions.

1. Searching and public catalog
  - a. Must support search and browse functions to include:
    - i. Keyword searching of the MARC bibliographic fields designated by the library
    - ii. Advanced searches minimally include Boolean operators, facets, sorting, and limiting.
  - b. Search and browse functionality should be prompt and accurate.
  - c. Must provide online assistance for patrons and staff when searching, minimally including misspellings, incorrect punctuation, or incomplete names or titles.
  - d. Must reflect accurate record descriptions, including format and availability.
  - e. Must allow patrons to obtain resources via:
    - i. Placing items on hold
    - ii. Interlibrary loan
    - iii. Digitally by providing active links in the record
  - f. Must provide patron account functionality to include:
    - i. Patrons can manage their own accounts, including resetting passwords and updating contact information
    - ii. Personalizing their search experience
    - iii. Link to child accounts
    - iv. View a list of items on loan, account expiration date, received notification, and loan history (if opted in)
    - v. Renew items, check or cancel holds, make payments
  - g. Account payment options through Velocity Payment Systems (from Govolution: <https://www.govolution.com/solutions>)
2. Must support MARC21 and RDA data.
3. Integration
  - a. Must offer a request/ILL module.
  - b. Must offer circulation and inventory functionality accessible from mobile devices.
  - c. Must support SIP2 and include unlimited connections to SIP2 systems.
  - d. Must integrate with PC and print management software (TBS suite of product: MyPC: <https://tbsit360.com/>).
  - e. Must support Overdrive integration.

- f. Must integrate with mk Solutions RFID solution, including automated materials handling, self-check kiosks (SC1 and SC4), and other RFID equipment:  
<https://www.mksolutions.com/us/>.
- g. Must integrate with Bibliotecha's RFID system: <https://www.bibliothecha.com/>.
- h. Must integrate with i-tiva from illion Digital Tech Solutions:  
<https://www.illiondts.com/solutions/i-tiva-for-libraries/>.
- i. The ILS solution should be based on industry standards and best practices to ensure that future integrations may be created, preventing the software from becoming obsolete or unusable.

#### 4. Initial Training

- a. Must provide training for all modules purchased, including onsite and/or live online training.
- b. Up-to-date training documentation for all modules must be provided.
- c. Provide a base training plan for a public library of our size that includes:
  - i. Multiple on-site training sessions per module to accommodate the number of library staff.
  - ii. Online and recorded training sessions per module for staff not able to attend on-site training.

#### 5. Migration and Implementation Services

- a. Vendor must migrate the library's present databases to the proposed system.
- b. Migration must include: bibliographic data, MARC records, holdings and item records, patron data, active circulation data, and active acquisitions data, if available, and authority records, if possible.
- c. Vendor will create a detailed migration and implementation plan with options for patron services available throughout the transition. Attach an example of both plans.
- d. Vendor must perform test migrations, allowing the library to review and approve data. The library will approve the final migration.
- e. Vendor will provide Test and Production Environments. The Vendor shall provide a detailed testing strategy:
  - i. Unit testing of individual detailed processes and transactions.
  - ii. Parallel testing, if appropriate.
  - iii. System testing of all processes, integration, interfaces, and conversions.
  - iv. User Acceptance Testing (UAT) after the completion of project implementation.
- f. Vendor must provide instructional and consultation services to Library staff in the extraction of data from the current system as an included no-charge part of the contract.



6. Customer Support Services
  - a. Must offer 24/7 support for emergency issues.
  - b. Support for non-critical issues must be available during standard business hours (Central time).
  - c. System documentation must be provided.
  - d. Online help must be available for all modules purchased.
  - e. Self-service password recovery should be available for patrons and staff.
  - f. Must allow the Library to contact support in multiple ways.
7. Cataloging
  - a. Must allow loading of bibliographic records with flexible match, merge, and overlay tools.
  - b. Must support numbered and named labels for MARC tags in editing screens.
  - c. Must support Authority records and provide an Authority Control solution.
8. Circulation
  - a. Must provide basic circulation functions such as check in, check out, holds, renewals, patron payments, manage/waive fees, and linking patron cards.
  - b. Must allow the Library to independently configure basic circulation functions, such as days closed, due dates, and fees.
  - c. Must support complex loan rules based on patron and item types. This information should be available for reporting.
  - d. Must support simultaneous viewing and updating of patron and item records by multiple users.
  - e. Must include a parental consent field on the patron record. If not available, this can be a custom field created by the library. Describe how your ILS supports this.
  - f. Vendor must offer remote circulation and inventory functions that staff can use from any device with an internet connection.
  - g. Must include offline circulation functionality to be used when the ILS is down.
  - h. Must integrate with a portable scanner for both circulation and inventory.
9. Serials
  - a. Must support use of prediction patterns for serial check-in
  - b. Must support interrupted prediction patterns, e.g., combined issues
  - c. Summary holdings must be created from serials check-in data
  - d. Must support serials claiming
  - e. Must support serials check-in at the branch-level and at the library-wide-level

#### 10. Acquisitions

- a. Must support automatic order creation from vendor-supplied MARC records with embedded data in 9XX fields.
- b. Must support EDI for order creation.
- c. Must accommodate flexible fund structures and track encumbrances.
- d. Must allow order creation, material receipt, claiming and all other functions for tracking of ordered materials.
- e. Must support an unlimited number of material types/formats, fund accounts, vendor records, order records, claims and transactions, without an added cost.

#### 11. Reporting

- a. Must allow the creation and scheduling of reports for all user, circulation, fees, payments, holds, bibliographic, and usage data.
- b. Native connectors with commonly used reporting tools (Excel, PowerBI, Tableau, etc.).

#### 13. System performance and development

- a. Attach or provide a URL to a current roadmap for the software.
- b. Attach or provide a URL to the latest VPAT or other accessibility testing document.
- c. Must demonstrate consistent responsiveness with no screen freezing or system hanging during normal operations. The system shall maintain performance standards during peak usage periods, including high-volume circulation times and during simultaneous access by multiple users. The vendor must provide documentation of system performance benchmarks and scalability metrics.
- d. Must implement sophisticated record locking mechanisms that prevent data corruption while minimizing disruption to staff and patron activities.

#### 14. Project management

- a. Must apply project management methodologies in the areas of project planning, resource management, project monitoring, production control, user acceptance testing/quality assurance, test planning and execution, training planning, change management, and post-launch support and documentation.
- b. Must provide and use a comprehensive project plan throughout the project.
- c. Attach an example project plan that shows the time and resources required to accomplish tasks.

## **Desired Functionality**

Describe in detail how this ILS will meet all the elements listed below. Please respond specifically to each bulleted element listed, providing details immediately following the prompt. Failure to provide information may result in the Library's assumption that the system is missing or unable to provide that feature. If the vendor wishes to provide information concerning additional functionality, include that under the relevant section.

Indicate any elements that require additional cost or purchase. If such costs are not indicated in either the Requirements or Pricing section, the Library will assume that the elements presented are part of the vendor's offering's base price.

### **General questions**

1. Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).
2. Provide a plan outlining the steps and timeline for migration from the existing ILS to the new ILS.
3. Please identify 3-5 Key Performance Indicators that you have used for similar migration projects.
4. Please identify 3-5 Key Performance Indicators that you have used for similar implementation projects.
5. Please explain how you will communicate the completion of steps in the process to the Library.
6. Describe how libraries suggest enhancements and identify bugs, how these are prioritized, and how you communicate updates and/or changes throughout the development process.
7. If it is possible, explain how libraries can pay for enhancements.
8. Describe user groups that support your software, e.g., how do they communicate, how often do they meet face-to-face, how many libraries actively participate?
9. Describe training and/or training curriculum, if any, that the vendor can provide for patrons.

For each element below, indicate whether:

- The functionality is available in the current, stable release of the proposed cloud-based system.
- If not, indicate whether it is expected to be added and if so, provide a timeframe.

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**Implement a modern, intuitive interface that improves efficiency for both staff and patrons**

10. Provide screenshots of primary public and staff interfaces. On the public side, these screens should include, but not be limited to: homepage, brief results, title, advanced search, interlibrary loan request, holds management, and the patron account. On the staff side, these screens should include but not be limited to: original cataloging for title, item screen, interlibrary loan, circulation check out, circulation check in, holds, patron record, patron fee/overdue payment, item availability by branch, serials check in, acquisitions, funds, and reporting.
11. Provide the most current UX testing results for the patron and staff user interfaces, including a list of outstanding work and corresponding timeframes for completion. How often is this analysis done?
12. How often is accessibility testing done?
13. Explain accessibility functionality used throughout the system.
14. If the software does not meet the WCAG 2.2 AA standard, provide an estimated timeline for this work.

**Reduce manual processes and eliminate redundant steps to improve staff efficiency**

15. Can multiple modules be open simultaneously, e.g., circulation and cataloging? Are there limitations on which modules or the number of modules that can be opened at one time?
16. Describe examples of batch-processing capabilities within the system.
17. Describe the process for handling cash to pay for fees.
18. Describe the types of pop-ups and/or confirmation messages a staff member might see when checking material in, and if the staff member has the ability to control the visibility of these messages. Confirm whether the library administrator can control the visibility of these messages across the system.
19. Does the system provide staff members with error recovery (e.g., undo button)? If so, describe.
20. Describe how a staff member can move from one module to another, regardless of where they are in the initial process, and without losing data.
21. When a patron pays for an item declared lost, is the item record automatically removed from the patron's account?

**Provide powerful, flexible search capabilities that meet modern user expectations**

22. Describe the basic and advanced search options available in the public catalog and on the staff side, if different.
23. Describe patron and staff proximity searching.
24. Describe the filtering options available in the public catalog.
25. Describe how series are displayed in the public and staff catalogs, including numbered titles within a series. Provide screenshots.
26. Describe how FRBR is implemented and provide screenshots.
27. Describe the exclusion parameters available in searching, e.g., Boolean NOT, limiting.

**Create a robust system for managing library data**

28. Provide an overview of authority control functionality within this system.
29. Provide options for obtaining authority records for this ILS.
30. Describe options for the Library to add cataloging records, e.g., connections to third-party data services, original cataloging, and copy cataloging.
31. Describe the process for cleaning up records with obsolete statuses.
32. Describe the process for cleaning up records with no call number or attached item.
33. Describe the process for cleaning up records with attached orders that should be deleted.
34. Does the system maintain transaction histories? If so, how long can these be kept?
35. Can historical data from the existing ILS be uploaded into this ILS? If so, provide the requirements and dependencies.
36. Does the interlibrary loan module integrate with both patron and item records so that both are updated throughout the process? If so, please describe.
37. Provide an overview of the reporting module, including screenshots and/or video to demonstrate its use, and a list of the available reports.
38. Can custom reports be created based on any information in the ILS? If so, explain.
39. Describe the limitations on library IT staff accessing and downloading raw data from the system. Provide an example of how this could be done, e.g., step-by-step documentation or video.

**Support existing integrations or provide alternatives for functionality**

40. Describe the integration, if any, with ArchiveSpace.
41. Describe the integration, if any, with OrangeBoy.
42. Describe the integration, if any, with Overdrive.
43. Provide or integrate with a discovery layer that includes the catalog and other e-resources.
44. If the vendor has its own discovery layer, explain how the third-party data is integrated with the online catalog data. Provide a list of common integrations for a public library.
45. If the vendor does not have its own discovery layer, provide a list of discovery services compatible with the ILS.
46. Describe integration with Velocity Payment System (from Govolution: <https://www.govolution.com/solutions>) for online credit card payments.
47. Describe SIP2 integration. It is currently used for borrower authentication and digital resource authentication.
48. Describe integration with Single Sign-On solutions for the public. List solutions that currently integrate with your ILS.
49. Can the ILS be configured so that staff members use their library Microsoft 365 credentials to log in?
50. Describe authentication options for third-party digital resources, e.g., API, SIP2, IP)
51. Provide examples of APIs currently in use, describe each API's functionality, and what each is used for.
52. Describe EDI integration with Brodart, Baker & Taylor, Ingram, and Midwest Tape.



### **Improve patron experience through better communication and service delivery**

- 53. Describe parent/child account linking or its equivalent.
- 54. Describe patron account functionality for reading lists and alerts.
- 55. List the types of patron notifications available and how each can be customized.
- 56. Provide a list of all notifications sent by the system to patrons.
- 57. Must automatically deliver text messages (with patron opt-in/opt-out) for hold pickup, fees, overdue, and user announcements.
- 58. SMS messaging system must be carrier-agnostic.
- 59. Describe how the system sends messages to patrons whose carriers no longer use an email-to-text service.
- 60. Can holds be created for a title held by any branch? If so, how does the system decide which branch receives the hold request?
- 61. Can holds be created for a specific item? If so, describe.
- 62. Describe any patron self-service features available.
- 63. Are purchase suggestions by patrons displayed in the patron record? If so, please describe and provide a screenshot.
- 64. Are interlibrary loan requests connected to the patron record? If so, please describe and provide a screenshot.
- 65. Can on-order materials be reflected in the public catalog? If so, describe the various statuses that patrons might see, e.g., on order, in processing, no longer on order.
- 66. Are custom fields available in the patron record for library use? If so, describe how many, their specifications, and if they would be available for use by the reporting module.
- 67. Does the system provide in-house circulation functionality? If so, describe.
- 68. Provide an app that replicates basic patron-facing services of the ILS.
- 69. Provide nicely formatted list of checked-out items for patrons for viewing and printing.

### **Ensure reliable, efficient system operation**

- 70. Explain circumstances resulting in records (e.g., patron, item, fund) becoming locked or unavailable.
- 71. Explain circumstances that would result in a timeout for patrons and for staff.
- 72. Provide the expected system response times.
- 73. Describe automated backup and recovery processes.
- 74. Can the system create a title record with no attached items? If so, provide the use case for this functionality.

### **Ensure staff can effectively utilize all system features**

- 75. Explain how patrons and staff can find help within the system.
- 76. Can the help screens be customized by the library? If so, please describe.
- 77. Can staff interfaces be customized by the user? If so, describe.
- 78. Can staff tasks be performed in more than one way? Provide an example.
- 79. Describe roles and permissions management, e.g., what permissions and roles are available and how they are set and controlled. Provide screenshots of this area.
- 80. Describe how custom roles can be created.
- 81. Are keyboard shortcuts available for all functions? If so, provide a list.

### **Maintain critical historical data while improving data structure**

82. Are audit trails available to staff, e.g., identifying a specific staff member who does a task on a specific date and time? If so, how long are they kept and for which functions?
83. Describe how the system supports record integrity.
84. Describe how the vendor will verify the successful transfer of records from the existing system.
85. The Library would like to keep the following historical data. Provide options and ramifications for how it could be imported into the ILS and alternative options for data that cannot be imported.
- a. Circulation transactional data:
    - i. Loans
    - ii. Returns
    - iii. Renewals
    - iv. Reservations (holds)
    - v. Payments & fee waivers
    - vi. Invoices
  - b. Patron record changes:
    - i. Expiration date
    - ii. Suspensions
    - iii. Blocks
    - iv. Card number
  - c. Patron loan history
  - d. Notices
  - e. Item record data:
    - i. Previous loans
    - ii. Number of check-outs and renewals
    - iii. Number of holds
    - iv. Status changes

## Attachment B - Cybersecurity Questionnaire

### Instructions:

Please complete the following cybersecurity questionnaire to the best of your ability. For each question, select the most appropriate response from the dropdown menu in Column B (Answer). In Column D (Additional Information), provide any relevant context or supporting details that help clarify your response.

Please note that supporting documentation—such as security policies, procedures, audit reports, or assessment results—may be requested to verify your responses at a later stage.

Company:			
Person filling out form:			
Contact phone:			
Contact email address:			
Date:			
Question	Answer	Score	Additional Information
<b>Security Governance &amp; Compliance</b>			
Do you maintain a formal Information Security Management System (ISMS)? <i>If yes, please describe your ISMS framework (e.g., ISO 27001) and whether it is certified or aligned.</i>			
Do you have a dedicated Chief Information Security Officer (CISO) or <i>Is an individual overseeing your security program?</i>			
Are you compliant with relevant regulations or frameworks? <i>Indicate your compliance with standards such as SOC 2, HIPAA, GDPR, NIST, or others applicable to your operations.</i>			
<b>Auditing &amp; Testing</b>			
Do you conduct regular third-party security audits or penetration tests? <i>State the frequency and scope of external assessments and penetration tests.</i>			
Do you conduct regular vulnerability scanning? <i>If yes, please describe the frequency and how you prioritize findings based on criticality.</i>			
How are access and event logs monitored and how long are they retained?			

## Attachment B - Cybersecurity Questionnaire

Are logs captured and maintained? For how long?			
<b>Access Control &amp; Identity Management</b>			
Do you support role-based access controls (RBAC) and least privilege?  <i>Describe how access permissions are granted, reviewed, and enforced to limit exposure.</i>			
Do you support Single Sign-On (SSO), MFA, and identity federation?  <i>List the authentication methods and identity providers you integrate with (e.g., SAML, OAuth, Okta, Entra AD).</i>			
<b>Application &amp; Infrastructure Security</b>			
How often are security patches applied?  <i>Briefly describe your patch management process.</i>			
Are your cloud environments secured and regularly audited?  <i>Mention any cloud security frameworks followed (e.g., CIS Benchmarks) and audit practices for cloud infrastructure.</i>			
<b>Client Support &amp; Transparency</b>			
Will you share your most recent audit reports or security certifications upon request?			
Will you provide a named security contact or account manager for incident coordination?			
<b>Data Protection &amp; Privacy</b>			
Is all sensitive data encrypted at rest and in transit?  <i>Specify encryption standards used (e.g., AES-256, TLS 1.2+) and any exceptions.</i>			



## Attachment B - Cybersecurity Questionnaire

How is data segregation handled in multi-tenant environments? <i>Describe technical or logical separation mechanisms to prevent data leakage between tenants.</i>			
Do you provide data residency and localization options? <i>Indicate whether clients can choose where their data is stored geographically to meet compliance needs.</i>			
Can customer data be securely deleted or exported upon request? <i>Explain how you support secure data export and deletion in accordance with data rights or retention policies.</i>			
<b>Incident Response &amp; Business Continuity</b>			
Do you have a business continuity and disaster recovery plan (BCP/DRP)?			
When was your last incident response drill or tabletop exercise conducted?			
Do you have an incident response plan (IRP) and breach notification procedure?			
<b>Software Development Security</b>			
Do you follow a formal Software Development Lifecycle (SDLC)? <i>Outline your SDLC model (e.g., Agile, DevOps) and how it supports consistent, secure releases.</i>			
Do your developers receive regular secure coding training? <i>State how often and through what methods (e.g., internal sessions, third-party programs) secure coding training is delivered.</i>			
Are third-party dependencies scanned for known vulnerabilities?			



## Attachment B - Cybersecurity Questionnaire

Mention tools used for Software Composition Analysis (SCA) and how dependencies are kept up-to-date.			
Do you perform static and dynamic application security testing (SAST/DAST)?  List tools and frequency of automated or manual testing of your application during development and QA.			
Total Points Available: 113		Total Points	0
		Percentage:	0.00%

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

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

**A. General Liability Insurance**

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

Limits

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

**B. Automobile Liability Insurance**

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

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

**C. Worker Compensation and Employers Liability Insurance**

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

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

**D. Excess Umbrella Liability Coverage**

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

Bodily Injury and

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

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

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

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

**H. The Certificate Holder should be shown as:**

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

## ATTACHMENT D

### Sample Contract for Integrated Library System

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City-Parish, herein referred to as the City-Parish and \_\_\_\_\_ herein referred to as "Consultant ( Service Provider/Contractor, whichever is applicable, may be substituted)".

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of \_\_\_\_\_ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant 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 Consultant for this project shall be as follows:  
(*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

**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 City- Parish Consultant 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 Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

**SERVICES TO BE PERFORMED BY THE CITY-PARISH:** The City-Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide \_\_\_\_\_ (*define the City-Parish's responsibilities here*) when/where necessary, to perform the work.

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

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within

\_\_\_\_\_ 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 \_\_\_\_\_ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

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

The City-Parish may terminate this Agreement at any time by giving \_\_\_\_\_ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by \_\_\_\_\_ days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of \_\_\_\_\_ days notice in writing to that effect.

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



**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or 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:** Consultant 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. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

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

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

**PERSONAL INTEREST:** Consultant 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 Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant 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, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

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**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is  
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whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

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

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

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

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

All financial, statistical, personal, technical and other data and information relating to the City-Parish's operations which are designated confidential by the State 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-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City- Parish in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City-Parish to be adequate for the protection of the City Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, 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 Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

#### **ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Consultant'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 Consultant's Proposal.

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

**COMPLETE CONTRACT**

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

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

**WITNESS:**

*CITY OF BATON ROUGE/PARISH OF EAST*  
**BATON ROUGE**

By \_\_\_\_\_

Title \_\_\_\_\_

Consultant

By \_\_\_\_\_

Title \_\_\_\_\_ Typed  
Name and Title

## Federal Terms and Conditions

CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE

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

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

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

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

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

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

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.



- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.



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

14. **Debts Owed the Federal Government.**

- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by THE CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

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

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

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

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

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

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

- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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



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

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

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

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



- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

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

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

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

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

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

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

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

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

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

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

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to:

- (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

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



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

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

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

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

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

31. **Copeland Anti-Kickback Act:**

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

## **FAIR CHANCE ORDINANCE**

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

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

### **Section 7**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Printed)

## **DISADVANTAGED BUSINESS ENTERPRISE INCLUSION**

**The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established no goal will be set based on the contract amount. However, SEDBE participation is strongly encouraged.**

### ***PART I – POLICY/ COMPLIANCE***

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

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

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

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

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

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

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

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

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

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

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

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

## ***PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE***

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

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

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

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

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

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



## **Appendix A**

### **SEDBE Forms and Procedures**

#### *CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE*

Form 1

#### **EBE Responsiveness Form INSTRUCTIONS**

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

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

Column C. Provide the principal contact person and phone number of the firm. Column D. Describe the work, goods, and/or services to be provided by the firm.

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

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

**Form 1A**  
**Required Participation Questionnaire**

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

1. Project name, project number and date of submittal:	2. Official name of firm:   Indicate if prime or subcontractor:	3. Address of office to perform work:						
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:						
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Small business  <input type="checkbox"/> Minority-owned business  <input type="checkbox"/> Woman-owned business         </div> <div> <input type="checkbox"/> SBA certified  <input type="checkbox"/> LAUCP DBE certified  <input type="checkbox"/> EBE Certified with CITY-PARISH         </div> </div> <p><small>*A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge SEDBE Program by the date of submittal. Current letter of certification shall be attached.</small></p>							
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below):  Last Year: _____ 2 Years ago: _____ 3 Years ago: _____							
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received:  <u>Index:</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1 less than \$500,000</td> <td style="width: 50%;">4 \$2,000,000 to \$4,000,000</td> </tr> <tr> <td>2 \$500,000- \$1,000,000</td> <td>5 \$5,000,000 to \$6,000,000</td> </tr> <tr> <td>3 \$1,000,000 to \$2,000,000</td> <td>6 \$6,000,000 or greater</td> </tr> </table>		1 less than \$500,000	4 \$2,000,000 to \$4,000,000	2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000	3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater
1 less than \$500,000	4 \$2,000,000 to \$4,000,000							
2 \$500,000- \$1,000,000	5 \$5,000,000 to \$6,000,000							
3 \$1,000,000 to \$2,000,000	6 \$6,000,000 or greater							

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

**Form 2**  
**Good Faith Efforts**

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

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

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



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

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

**PRIME FIRM INFORMATION:**

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

**SUBCONTRACTOR INFORMATION:**

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

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

Prime Firm's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Subcontractor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Project Manager Representative/Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**EBRP Project Manager or SEDBELO has reviewed this form.**

SEDBELO's or Authorized Owner's Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ***STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS***

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
  - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.
  - b. Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
  - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
  - a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
  - c) pursue and obtain any and all other available legal or equitable remedies.

3. **Equal Employment Opportunity.**

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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



4. **Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).
- a. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

**5. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**

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

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

- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
  - b. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
  - c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
  - d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
  - e. The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.
9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- a. The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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

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

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Printed name)

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.

**ATTACHMENT E**  
**PROPOSAL FORM**

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

Sealed proposals will be received until 2:00 PM, Local Time September 25, 2025 by the Purchasing Division, 222 Saint Louis Street, Suite 826, Baton Rouge, La 70802 Immediately after 2:00 PM on the same day and date, proposals will be publicly opened.

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

City of Baton Rouge-Parish of East Baton Rouge Purchasing Division  
222 St. Louis Street Baton Rouge, LA 70802

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

**Integrated Library System**

**RFP Solicitation No. 2025-11-1200**

as set forth in the following Contract Documents:

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

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

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

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the

project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

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

*(NOTE: may or may not be required for all proposals)* Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$ \_\_\_\_\_ payable to the City-Parish. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

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

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

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

\_\_\_\_\_  
( SIGNATURE )

\_\_\_\_\_  
(Typed Name and Title)

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



## PROPOSER'S ORGANIZATION

### PROPOSER IS: AN INDIVIDUAL

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

### A PARTNERSHIP

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### A LIMITED LIABILITY COMPANY

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### A CORPORATION

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

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

**AFFIDAVIT**

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

**BEFORE ME**, the undersigned authority, personally came and appeared

\_\_\_\_\_

who, being duly sworn did depose and say:

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

**Integrated Library System  
RFP Solicitation No. 2025-11-1200**

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

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

\_\_\_\_\_  
Affiant's Signature

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

\_\_\_\_\_  
**NOTARY PUBLIC**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors  
of \_\_\_\_\_

\_\_\_\_\_ a  
corporation organized under the laws of the State  
of \_\_\_\_\_

\_\_\_\_\_ and domiciled in \_\_\_\_\_ was  
held this day \_\_\_\_\_, 20 \_\_\_\_\_ and  
was attended by a quorum of the members of the Board of Directors.

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

### **BE IT RESOLVED,**

that

\_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of  
this corporation with the City of Baton Rouge, for the 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 City-  
Parish, 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 E-1 Cost Proposal

Please provide a detailed and comprehensive response outlining all costs associated with providing the services described in the RFP. If the addition of features or functionality results in additional costs or the purchase of additional products, that must also be delineated.

- Describe and delineate any one-time, installation, setup, or training costs.
- Provide per-year, ongoing pricing for five (5) years from the date of the award.
- Cost of application modules and tools - quote each as a separate line item, then total

Total cost of proposal, including all application modules, recommended tools, products, source code, licensing, support, and annual maintenance for five years (if different than the sum of the individual prices, please explain in the proposal).

2025-2026	2026-2027	2027-2028	2028-2029	2029-2030

Describe and delineate any one-time, installation, setup, or training costs. Quote each as a separate line item.

Item	Cost

Provide per-year, ongoing pricing for five (5) years from date of award. Cost of all application modules, recommended tools, products, and annual maintenance. Quote each as a separate line item.

Description of module, tool, product, maintenance	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026

Other products (middleware, operating system software, etc.) that the vendor believes are required to implement and operate the proposed integrated software solution successfully. Quote each as a separate line item.

Description of products	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026



Costs for training, technical support, modifications, and maintenance outside the standard technical support and maintenance agreements (hourly rates, travel expenses, training course costs, etc.). Quote each as a separate line item.

Description of products	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026	Cost 2025-2026