



Office of the Mayor-President
Purchasing Division

City of Baton Rouge
Parish of East Baton Rouge
222 St. Louis Street, 8th Floor
P.O. Box 1471
Baton Rouge, Louisiana 70821

Philip Gore
Interim Director of Purchasing

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ADDENDUM NO. 1 ISSUED SEPTEMBER 3, 2025
RFP 2025-11-1200 – Integrated Library System

Your reference is directed to the above-referenced RFP scheduled to open on September 25, 2025, at 2:00 PM CST.

This addendum is being issued to update Attachments C, D, and E, provide a searchable PDF version of the RFP as well as provide a clear link to the TEAMS non-mandatory pre-proposal conference on September 4, 2025 at 2:30 PM CST.

REFER to Attachment C - Insurance Requirements as written.

REMOVE Attachment C – Insurance Requirements within the current RFP in its entirety and replace with the attached REVISED Attachment C – Insurance Requirements.

REFER to Attachment D – Sample Contract for Integrated Library System as written.

REMOVE Attachment D – Sample Contract for Integrated Library System within the current RFP in its entirety and replace with the attached REVISED Attachment D – Sample Contract for Integrated Library System.

REFER to Attachment E-1 Cost Proposal as written.

REMOVE Attachment E-1 Cost Proposal within the current RFP in its entirety and replace with the attached REVISED Attachment E-1 Cost Proposal.

REFER to the complete PDF version of the RFP as written.

Utilize the attached PDF version of the RFP which is searchable and may be utilized by proposer's for copying and pasting and includes all updates.

Below is a clear hyperlink to the September 4 2025 at 2:30 PM CST non-mandatory (VIRTUAL) pre-proposal conference on TEAMS:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzMxZWl5YjctYjg3Zi00Y2FjLTg0MjltNmVIYjExMGY5ZWm0%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

Attachments:

- REVISED Attachment C
- REVISED Attachment D
- REVISED Attachment E-1
- REVISED PDF which includes updated forms

The addendum is hereby officially made part of the referenced solicitation and should be attached to the proposer's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original proposal, please indicate changes herein and return to Purchasing prior to the Bid Opening in an envelope marked with the file number, bid opening date and time. If this addendum does not cause you to revise your proposal, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

Signature

Date

Company

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. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

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

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

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

F. The Certificate Holder should be shown as:

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

ATTACHMENT D

SAMPLE CONTRACT FOR INTEGRATED LIBRARY SYSTEM

This Agreement entered into effective the ____ day of _____, **2026** by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) on behalf of the East Baton Rouge Parish Library, and _____ (**VENDOR**) hereinafter referred to as “Service Provider”.

Article I: Term

This Agreement shall be for a term commencing _____ and terminating _____.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the East Baton Rouge Parish Library herein referred to as the “Department” as follows:

Scope of Services are as defined per Attachment “A”, attached and made a part of this agreement.

Article III: Status of Service Provider

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

Article IV: Conflict of Interest and Louisiana Code of Ethics

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

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

ATTACHMENT D - Continued

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment "B" shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance.

Article VI: Indemnification

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

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

Article VII: Cybersecurity Prerequisites

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

Article VIII: Compensation

The City Parish shall pay Service Provider the sum not to exceed _____ Rates shall not exceed _____ .

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation.

Each invoice must include appropriate supporting documentation, as applicable, including:

- A. _____
- B. _____
- C. _____

ATTACHMENT D - Continued

Article IX: Inspection of Books and Records

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

Article X: Record Retention

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

Article XI: Complete Agreement

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

Article XII: Contract Modifications

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

Article XIII: Termination for Convenience

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

Article XIV: Termination for Cause

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

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

Article XV: Assignment and Subcontracting

ATTACHMENT D - Continued

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

Article XVI: Assignment and Subcontracting

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

Article XVII: Governing Law and Venue

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

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

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT D - Continued

WITNESSES

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

By: _____
Emile "Sid" Edwards, Mayor-President

Date: _____

(SERVICE PROVIDER COMPANY NAME)

By: _____
(Authorized Signature)

(Printed Name)

Date: _____

Approved:

*Katrina Stokes, Library Director
East Baton Rouge Parish Library*

Approved as to form:

Office of the Parish Attorney

ATTACHMENT D - Continued

ATTACHMENT B CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

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

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

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

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

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

F. The Certificate Holder should be shown as:

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

ATTACHMENT D - Continued

FAIR CHANCE ORDINANCE

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

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

Date

Authorized Signature

Authorized Name (Printed)

ATTACHMENT D - Continued

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 D - Continued

2 CFR Requirement Small Minority and Women's Businesses

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

Asian Chamber of Commerce Louisiana

Hispanic Chamber of Commerce Louisiana

Southern Region Minority Supplier Development Council

Strategic Action Council

Vietnamese Initiatives in Economic Training

Urban League of Louisiana

Women's Business and Enterprise Council

Louisiana Chamber of Commerce Foundation

National Association of Women Business Owners

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

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

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

ATTACHMENT D - Continued

SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

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

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

ATTACHMENT D - Continued

Subcontractor(s).

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

ATTACHMENT D - Continued

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

ATTACHMENT D - Continued

Appendix A SEDB Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE Form 1 SEDB Responsiveness Form INSTRUCTIONS

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

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

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

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

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

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

ATTACHMENT D - Continued

Form 1 SEDB Responsiveness Form Page 1

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

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____ %

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

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

If total SEDB participation is less than the goal, refer to the Good Faith Efforts section of the instruction and attach a Form 2 and all other necessary documentation.

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTACHMENT D - Continued

Form 1A

Required Participation Questionnaire

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

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

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

ATTACHMENT D - Continued

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

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

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

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

ATTACHMENT D - Continued

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

ATTACHMENT D - Continued

Form 2 Good Faith Efforts

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

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

☐ Supporting documentation of Good Faith Efforts attached (required)

ATTACHMENT D - Continued

Form 3

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

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

PRIME CONTRACTOR INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

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

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

Print Name: _____ Title: _____

EBRP Project Manager or SEDBE Liaison Officer (SEDBELO) has reviewed this form.

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

ATTACHMENT D - Continued

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

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

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

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

ATTACHMENT D - Continued

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

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

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

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

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

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

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030

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

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.

	Present Level	Estimated 5-Year Growth
# Bibliographic records	775,896	825,000
# Items	1.8 million	2 million
# Patron records	311,170	350,000
Annual circulation	2.8 million	3 million
Annual orders placed	600	600
# Serials subscriptions	2400	2300
# Simultaneous staff users	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/l/meetup-join/19%3ameeting_MzMxZWl5YjctYjg3Zi00Y2FjLTg0MjltNmVlYjExMGY5ZWm0%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.wcfprd.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.

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_MzMxZWl5YjctYjg3Zi00Y2FjLTg0MjltNmVlYjExMGY5ZWm0%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://wwwcfprd.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

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 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

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

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

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://wwwcfprd.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 “SmallE”. 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.

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 - RFP 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
Security Governance & Compliance			
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 equivalent? <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>			
Auditing & Testing			
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?			

Are logs captured and maintained? For how long?			
Access Control & Identity Management			
Do you support role-based access controls (RBAC) and least privilege principles? <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>			
Application & Infrastructure Security			
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>			
Client Support & Transparency			
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?			
Data Protection & Privacy			
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>			
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?			

<p><i>Indicate whether clients can choose where their data is stored geographically to meet compliance needs.</i></p>			
<p>Can customer data be securely deleted or exported upon request?</p> <p><i>Explain how you support secure data export and deletion in accordance with data rights or retention policies.</i></p>			
Incident Response & Business Continuity			
<p>Do you have a business continuity and disaster recovery plan (BCP/DRP)?</p>			
<p>When was your last incident response drill or tabletop exercise conducted?</p>			
<p>Do you have an incident response plan (IRP) and breach notification procedure?</p>			
Software Development Security			
<p>Do you follow a formal Software Development Lifecycle (SDLC)?</p> <p><i>Outline your SDLC model (e.g., Agile, DevOps) and how it supports consistent, secure releases.</i></p>			
<p>Do your developers receive regular secure coding training?</p> <p><i>State how often and through what methods (e.g., internal sessions, third-party programs) secure coding training is delivered.</i></p>			
<p>Are third-party dependencies scanned for known vulnerabilities?</p> <p><i>Mention tools used for Software Composition Analysis (SCA) and how dependencies are kept up-to-date.</i></p>			
<p>Do you perform static and dynamic application security testing (SAST/DAST)?</p> <p><i>List tools and frequency of automated or manual testing of your application during development and QA.</i></p>			

Total Points 0
 Total Available Points - 113
 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. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

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

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

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

F. The Certificate Holder should be shown as:

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

ATTACHMENT D

SAMPLE CONTRACT FOR INTEGRATED LIBRARY SYSTEM

This Agreement entered into effective the ____ day of _____, **2026** by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as "City-Parish") on behalf of the East Baton Rouge Parish Library, and _____ (**VENDOR**) hereinafter referred to as "Service Provider".

Article I: Term

This Agreement shall be for a term commencing _____ and terminating _____.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the East Baton Rouge Parish Library herein referred to as the "Department" as follows:

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

Article III: Status of Service Provider

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

Article IV: Conflict of Interest and Louisiana Code of Ethics

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

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

ATTACHMENT D - Continued

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment "B" shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance.

Article VI: Indemnification

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

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

Article VII: Cybersecurity Prerequisites

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

Article VIII: Compensation

The City Parish shall pay Service Provider the sum not to exceed _____ Rates shall not exceed _____ .

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation.

Each invoice must include appropriate supporting documentation, as applicable, including:

- A. _____
- B. _____
- C. _____

ATTACHMENT D - Continued

Article IX: Inspection of Books and Records

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

Article X: Record Retention

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

Article XI: Complete Agreement

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

Article XII: Contract Modifications

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

Article XIII: Termination for Convenience

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

Article XIV: Termination for Cause

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

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

Article XV: Assignment and Subcontracting

ATTACHMENT D - Continued

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

Article XVI: Assignment and Subcontracting

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

Article XVII: Governing Law and Venue

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

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

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT D - Continued

WITNESSES

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

By: _____
Emile "Sid" Edwards, Mayor-President

Date: _____

(SERVICE PROVIDER COMPANY NAME)

By: _____
(Authorized Signature)

(Printed Name)

Date: _____

Approved:

*Katrina Stokes, Library Director
East Baton Rouge Parish Library*

Approved as to form:

Office of the Parish Attorney

ATTACHMENT D - Continued

ATTACHMENT B CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

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

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

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

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

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

F. The Certificate Holder should be shown as:

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

ATTACHMENT D - Continued

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.

<hr/>	<hr/>	<hr/>
Date	Authorized Signature	Authorized Name (Printed)

ATTACHMENT D - Continued

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 D - Continued

2 CFR Requirement Small Minority and Women's Businesses

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

Asian Chamber of Commerce Louisiana

Hispanic Chamber of Commerce Louisiana

Southern Region Minority Supplier Development Council

Strategic Action Council

Vietnamese Initiatives in Economic Training

Urban League of Louisiana

Women's Business and Enterprise Council

Louisiana Chamber of Commerce Foundation

National Association of Women Business Owners

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

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

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

ATTACHMENT D - Continued

SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

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

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

ATTACHMENT D - Continued

Subcontractor(s).

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

ATTACHMENT D - Continued

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

ATTACHMENT D - Continued

Appendix A SEDB Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE Form 1 SEDB Responsiveness Form INSTRUCTIONS

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

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

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

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

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

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

ATTACHMENT D - Continued

Form 1 SEDB Responsiveness Form Page 1

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

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____ %

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

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

If total SEDB participation is less than the goal, refer to the Good Faith Efforts section of the instruction and attach a Form 2 and all other necessary documentation.

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Revised 06-09-25

ATTACHMENT D - Continued

Form 1A

Required Participation Questionnaire

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTACHMENT D - Continued

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

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

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

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

ATTACHMENT D - Continued

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

ATTACHMENT D - Continued

Form 2 Good Faith Efforts

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

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

☐ Supporting documentation of Good Faith Efforts attached (required)

ATTACHMENT D - Continued

Form 3

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

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

PRIME CONTRACTOR INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

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

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

Print Name: _____ Title: _____

EBRP Project Manager or SEDBE Liaison Officer (SEDBELO) has reviewed this form.

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

ATTACHMENT D - Continued

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

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

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

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

ATTACHMENT D - Continued

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

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

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

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

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

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

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030

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 2026-2027	Cost 2027-2028	Cost 2028-2029	Cost 2029-2030