

# **REQUEST FOR PROPOSAL**

## **JANITORIAL SERVICES**

### **FOR VARIOUS PUBLIC WORKS FACILITIES**



**Solicitation No: 2025-21-7830**

**Proposal Opening Date:**

**February 10, 2026**

**2:00 p.m. CST**

**City of Baton Rouge/Parish of East Baton Rouge Office**

**Office of the Mayor-President**

**Division of Purchasing**

**Issued: January 7, 2026**

**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  
JANITORIAL SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES  
RFP No. 2025-21-7830**

**PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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**1.1 Background**

The City of Baton Rouge, Parish of East Baton Rouge has a need for janitorial services at the various Public Work Facilities within the City of Baton Rouge, Parish of East Baton Rouge.

**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 janitorial services for our patrons and staff.

**1.1.2 Goals and Objectives**

The goals of this project is to obtain the best janitorial services possible under the guidelines set forth in this RFP.

## 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. EBR– East Baton Rouge Parish
- H. State - The State of Louisiana.
- I. Department - Department for whom the solicitation is issued.
- J. Director - Director of Purchasing.
- K. City-Parish - City of Baton Rouge-Parish of East Baton Rouge
- L. 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.

### 1.3 Schedule of Events

Item	Anticipated Schedule
RFP emailed to prospective proposers	January 7, 2026
Mandatory Pre-Proposal Conference & Job Site Visit	January 23, 2026 at 9:00 AM
Deadline to receive written inquiries	January 27, 2026 @ 5PM
Deadline to answer written inquiries	February 3, 2026
Proposal Opening Date (deadline for submitting proposals)	February 10, 2026 @ 2PM
Presentations & Discussions (if applicable)	To be Determined
Notice of Intent to Award announcement and 14-day protest period begins, on or about	On or about February 26, 2026
Contract execution, on or about	On or about April 1, 2026

### 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: Janitorial Services for Various Public Work Facilities  
X Solicitation No. 2025-21-7830  
X Proposal Opening Date & Time: February 10, 2026 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://wwwcfprd.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.centrauctionhouse.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. List of References and Current Client List.. 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 insurance coverage throughout the contract period in accordance with Attachment B.
  - Vendors **must** be registered in Vendor Self Service.
- E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable), data clean-up, data migration, configuration, testing, and complete project implementation. This schedule includes implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** A detailed pricing sheet outlining the vendor's rates for time and materials and any other relevant costs **shall** be submitted. This financial proposal **shall** include any and all costs the Contractor wishes to have considered in the contractual agreement with the City-Parish.
- H. **Sample Vendor Contract:** The City-Parish expects to use its own contract, however, we are interested in a copy of the vendor's contract for consideration.

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

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

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

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

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor **must** be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate that its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, that the Contractor did not perform its subcontracting plan in good faith, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>. that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

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

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

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

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

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

### 1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed Original response (**clearly marked “ORIGINAL”**) response. Five (5) Additional copies of the proposal should be provided, Copy (**clearly marked “COPY”**) and numbered, as well as one (1) redacted copy (**clearly marked “REDACTED”**), if applicable (See Section 1.6). **A USB flash drive 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 Mandatory Pre-proposal Conference**

A mandatory pre-proposal conference and job site visit will be held in person on January 23, 2026 at 9:00 AM. The mandatory pre-proposal conference and job site visit will be held at the City/Parish Purchasing Division, 222 St. Louis Street, 8<sup>th</sup> Floor, Baton Rouge, LA 70802.

The mandatory pre-proposal conference and job site visit will provide Proposers with the opportunity to submit questions and obtain official responses from the City-Parish concerning this Request for Proposal. In addition, the mandatory pre-proposal conference will allow for an overview of the facility and grounds that may be informative to the RFP response. All proposers **must** ensure a representative be in attendance in order to receive an award under this Request for Proposal.

### 1.7.2 Proposer Inquiry Periods

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

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

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

Any person aggrieved in connection with the specifications contained therein **shall** submit questions or concerns in writing to the Director of Purchasing (see Sect. 1.46 ) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests regarding the specification documents will not be considered after proposals are opened.

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

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

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

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

E-Mail: [RFP7830JanSrvPubWork@brla.gov](mailto:RFP7830JanSrvPubWork@brla.gov)

•

Phone: (225) 389-3259

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

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

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

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

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

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

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

### **1.12 Withdrawal of Proposal**

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

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

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

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

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

### **1.15 Proposal Rejection**

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

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

### **1.16 Ownership of Proposal**

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

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

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



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

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

### **1.19 Taxes**

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

### **1.20 Proposal Validity**

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

### **1.21 Prime Contractor Responsibilities**

The selected Proposer **shall** be required to assume responsibility for all items and services offered in their proposal, whether they produce or provide them. The City of Baton Rouge-Parish of East Baton Rouge **shall** consider the selected Proposer to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

#### **1.21.1 Corporation Requirements**

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

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

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

## 1.22 Use of Subcontractors

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

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

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

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

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

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

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

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

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

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

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

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.24 Acceptance of Proposal Content**

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

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

### **1.26 Contract Negotiations**

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

### **1.27 Contract Award and Execution**

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

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

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

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

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

The City-Parish intends to award a single Proposer.

### **1.28 Notice of Intent to Award**

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

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

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

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

### **1.30 Debriefings**

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

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

### **1.31 Insurance Requirements**

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

### **1.32 Subcontractor Insurance**

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

### **1.33 Indemnification**

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

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

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

### **1.35 Payment for Services**

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

### **1.36 Termination**

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

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

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

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

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

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

### **1.37 Assignment**

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

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

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

### **1.39 Audit of Records**

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

### **1.40 Civil Rights Compliance**

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

#### **1.41 Record Retention**

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

#### **1.42 Record Ownership**

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

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

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

#### **1.44 Contract Changes**

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

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

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

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

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



## **1.46 Governing Law**

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

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

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

## **1.47 Claims or Controversies**

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

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

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

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

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

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

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

## PART II. SCOPE OF WORK/SERVICES

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### 2.1 Scope of Services

The Scope of Services is outlined in Attachment A.

### 2.2 Period of Agreement

The initial term of any contract resulting from this solicitation will be twelve months and **shall** begin on or about April 1, 2026, and end on March 31, 2027. The City-Parish **shall** have the option to renew the contract for (2) two 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) 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 facilities similar to the complex mentioned within this RFP.

### **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 facilities 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

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

## PART III EVALUATION AND SELECTION

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

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

The selection process **shall** be as follows:

- o A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.

- o The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.

- o Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Proposer to the Purchasing Director for approval. The City/Parish reserves the right to accept or reject any Selection Committee recommendation. The City/Parish further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.

- The Selection Committee **shall** operate as follows:

1. Each member of the Selection Committee **shall** independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the Proposals, each member **shall** rate each firm utilizing the Selection Committee Score Card. Each member **shall** complete the Selection Committee Score Card for each proposer in order to establish the top firms from the list of firms under consideration.

3. Each member **shall** sign and turn in both their score card and ballot sheet to the selection board recorder.
4. The score of all firms **shall** then be totaled and the top highest ranking proposers **shall** then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms **shall** be considered in the subsequent rounds as well.
5. The Selection Committee reserves the right to discuss the proposers being considered prior to any voting or balloting.
  - Following the acceptance of a proposal, the selected Proposer and the Department; **must** reach a contractual agreement prior to the start of any work for which the City of Baton Rouge and Parish of East Baton Rouge would be obligated.

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

3.1 Financial Proposal

The following financial criteria will be evaluated:

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

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in the Schedule of Bid Items. Prices proposed shall be firm.

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

3.2 Technical Proposal

The Technical criteria as detailed in Section 2.5.3 will be evaluated.

Points

1. Company’s experience, qualifications, and resource capability for required services	0-30
2. Reference and client list.	0-15
3. Management and operations plan.	0-30
4. SEDB Plan and Implementation.	0-10
5. Cost to City/Parish.	0-15
<b>Grand Total for Written Proposal</b>	<b>100</b>

### **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. **There is no SEDBE goal established for this service, however, SEDBE participation is strongly encouraged.**

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

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

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

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

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



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

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

## **PART IV PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The performance requirements are as outlined in Attachment A.

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

## **ADDITIONAL REQUIREMENTS FOR THIS RFP**

The City-Parish, its officers, employees and agents, **shall** not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor **shall** the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor **shall** indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor **shall** furnish proof of insurance as required in the specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments **shall** not be made.

### **SDSs SHOULD BE SUBMITTED WITH PROPOSAL. – FAILURE TO PROVIDE COULD DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials **must** be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and **must** meet all requirements of Louisiana State Laws. Additionally, Contractor **must** submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

**Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors 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.

**Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, 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.

**Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor **shall** have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid 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.

**Force Majeure:** In case by reason of force majeure either party hereto **shall** be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party **shall** give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, **shall** be suspended during the continuance of the inability then claimed which **shall** include a reasonable time for the removal of the effect thereof, but for no longer period, and such party **shall** endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, **shall** mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances **shall** be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure **shall** be reasonably beyond the control of the party and **shall** be remedied with all reasonable dispatch **shall** be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

# ATTACHMENT A

## SCOPE OF SERVICES

***The city reserves the right to add or subtract square footage and service days from this contract as offices move in or out of the Various Public Works Facilities The square foot rate bid on the buildings in this contract will be the sq. ft. rate used for the addition or deletion of space for the building in this contract. In the event square footage is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division***

The square footage figures are listed for convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of the facility.

### **GENERAL:**

**Description of Services:** It is the intent of this proposal to establish prices for Janitorial Services to be performed at various City of Baton Rouge Public Work Facilities, Monday through Friday, as specified. The Contractor, and any sub-contractor, **shall** comply with all applicable laws, obtain all permits and possess all licenses required in conjunction with work hereunder. The Contractor **shall** provide all janitorial and related services in accordance with the requirements of this contract. The evaluation of the maintenance offered and the determination of the lowest responsive and responsible qualified bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Prices include all labor, materials, supplies, equipment and insurance to provide services specified herein.

***The city reserves the right to add or subtract square footage from this contract as offices move in or out of the various buildings. The square foot rate bid on the buildings in this contract will be the sq. ft. rate used for the addition or deletion of space for the buildings in this contract. In the event square footage is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.***

The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of the facility.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the City of Baton Rouge / Parish of East Baton Rouge, here after referred to as "Agency", directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees are to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract without approval of the City Parish.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency **shall** have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor **shall** not allow any person less than 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, hereafter referred to as the Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed careless, insubordinate, or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the

facility to be used for purposes other than those specified herein.

The Contractor **shall** provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor **shall** plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel **must** be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. Contractor will provide supervision of janitorial services as outlined herein. The agency representative **shall** oversee the contracted service.

The Contractor will be directly responsible for any and all damages to the buildings or its contents caused by Contractor employees.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor will be directly responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor **shall** purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

The Contractor will procure insurance as per attached insurance requirements, and **shall** show evidence of such insurance in the form of Certificates of Insurance prior to the contract beginning.

Although designated storage areas will be provided for storage of Contractor's equipment, materials, and supplies, the Agency **shall** not be responsible or liable for such equipment, materials, or supplies and the security thereof.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, **shall** be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency **shall** be made in such a manner as not to unduly delay the work.

The Contractor is responsible for cleaning and servicing all interior space of the buildings listed in this bid, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- The inside of cabinets, cupboards, drawers, etc.
- Computer Division Server Rooms

In case an emergency condition exists, (such as flooding of a particular section of a building), the Contractor **shall** divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to meet the condition. When these employees are no longer needed, they **shall** be directed by the Contractor to return to their normal duties and the Contractor **shall** not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

Sufficient personnel **shall** be furnished to perform work efficiently and in a reasonable amount of time. Contractor **shall** be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and **shall** be responsible for taking such disciplinary action with respect to his employees as may be necessary. All personnel are required to wear a uniform, and the use of cell phones is prohibited. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-

compliance with terms of qualification will be cause for removal from the buildings. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

**PERFORMANCE OF SERVICE:** All areas are to be maintained five (5) days a week excluding holidays. For planning purposes depending on location, janitorial personnel will normally be working anywhere from 6:00 a.m. – 5:00 p.m. Monday thru Friday as specified. Hours of work may be adjusted by the Agency based on services required. Each facility will designate a representative to act as liaison with Buildings and Grounds and the Contractor for coordination with the Contractor crew leader and/or their supervisor. The representative will also inspect all work on a daily basis. Should the performance fall below the levels specified in this document, the Contractor will receive written notice as to such defects and a prorated fee will be deducted from the monthly invoice. Should the unsatisfactory performance continue, the contract will be TERMINATED in accordance with the default and termination provisions outlined herein.

**HOLIDAYS:** The Agency shall recognize the following holidays during the contract term. The Contractor will not be responsible for having any personnel in the facility on these holidays, unless requested: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If additional holidays are declared, contractor will be notified prior to any designated holidays.

**QUALITY CONTROL PROGRAM:** The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- b. The checklist shall include every area of the operations serviced by the Contractor, as well as, every task required to be performed.
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

**ABSENTEEISM:** The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

**SECURITY:** The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at the various Baton Rouge Metro facilities. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from City - Parish property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto any City - Parish property. **VIOLATORS WILL BE PROSECUTED.**

**SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT:** A background check, paid for by the Contractor, is required for all janitorial / custodial employees. The City requires the successful vendor to provide to the City a Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and drug test / screen on all janitorial / custodial employees that will be working at the locations listed in this bid. Drug screens must be from a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request criminal background checks and / or drug testing / screening all at no additional cost to the Agency, for all janitorial / custodial employees during the contract period as deemed needed. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff that tests positive on any



drug screen(s) **shall** be immediately dismissed. It is at the discretion of the City to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

**A COPY OF THE BACKGROUND CHECK WILL BE REQUIRED BEFORE BUILDING ACCESS WILL BE GRANTED.**

**KEYS:** Contractor is to be responsible for all keys issued—Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the facilities. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

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

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

**DISPOSAL OF WASTE:** It **shall** be the responsibility of the Contractor to dispose of any and all waste liquids off site and in compliance with all federal, state, or local laws and regulations.

**PUBLIC BID LAW:** This service Proposal is not within the purview of the public bid law, LA R.S. 38:2212, e.t. seq. However, it is the intent of the City-Parish to award to the lowest responsive and responsible qualified bidder. The right is reserved to waive irregularities and to reject all bids, if that is in the best interest of the City-Parish.

**SPECIAL NOTICE:** If any services are not in conformity with the requirements of the contract, the Owner **shall** have the right to (a) require the Contractor to immediately take necessary steps to perform the services in conformity with the requirements of the contract; and (b) make monetary deductions based on the value of the square footage of the defective area to reflect the reduced value of the services performed.

**METHOD OF AWARD:** The City - Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency). The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities. Although the City of Baton Rouge does not foresee any emergency or weekend service, this pricing is being requested. **Pricing for weekend and emergency services will not be a determining factor of the award.**

**CONTRACT RENEWAL:** At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions, provided both parties are mutually agreeable. Total contract may not exceed thirty-six (36) months.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire),

business operation in all or part of the building is interrupted or stopped, the Agency **shall** have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

All items **must** be bid. A Blank space, NA, or Zero (0) on the Schedule of Bid Items page will NOT be considered and may cause your bid to be deemed non-responsive. If your intention is NO Charge or NO BID, please write that in the Unit price column.

**FORMULA FOR CALCULATING PRICE (per month and per occurrence):**

Monthly Price: Approx. SQ. FT. x Price per SQ. FT.

Price per occurrence Approx. SQ. FT. x Price per SQ. FT.

**NOTE:** The frequency of the service being provided is given and is not a part of the formula for calculating the lowest bid amount.

**BASE PRICE:** Pricing for base price **shall** include **ALL** daily, weekly, monthly, and semi-annual cleaning as listed in the Cleaning Schedule.

**STRIP/WAX BARE FLOORS:** The Strip/Wax Bare Floors is upon written request by Agency. The preferred product for stripping is Johnson's Freedom No Rinse Stripper, or approved equal. All edges, baseboards, corners, and door facings are to be cleaned of build up dirt and other substances embedded in the finish. Floors should be finished with a minimum of three (3) coats of Johnson's Carefree or approved equal, and buffing or burnishing the new finish to high luster.

**SHAMPOO CARPET:** Pricing for Shampooing of Carpet is based upon written request by Agency.

**INSURANCE REQUIREMENTS:** Contractor's insurance certificate **must** be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge **must** be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

**BIDDER'S QUALIFICATIONS:**

Bidder **MUST** be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Bidder **MUST** have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder **MUST** have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding. (Please see the schedule of bid items for the square footage of the various facilities.)

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.
6. Type of janitorial services performed.

Documentation of qualifications **should be submitted with bid**, or **must** be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.



## **REFERENCES:**

### **CONTRACTOR REFERENCES:**

The Contractor **MUST** submit at least two (2) references from facilities where similar services have been successfully performed within the last five (5) years.

Each Reference **MUST** include the following information:

1. Name and address of facility services provided
2. Name of contact person and phone number at the facility
3. Approximate square footage of the area serviced
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services **shall** be listed as CURRENT.
5. List of services performed at each facility.

Documentation of references **should be submitted with bid**, or **must** be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR'S PERSONNEL:** Sufficient personnel **shall** be furnished to perform work efficiently and in a reasonable amount of time. Contractor **shall** be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. All personnel are required to wear a uniform, and the use of cell phones is prohibited. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

**CONTRACTOR SUPERVISION:** The Contractor **shall** arrange for satisfactory supervision of the contract work. It **shall** not be considered a responsibility of the Agency.

**CONTRACT MANAGER:** The Contractor **shall** provide the name, address, telephone number, fax number, and an email address for the Contract Manager in writing. This information **must** be kept current throughout the contract, with written notice given to the Agency representative, currently **Cortina Walker**.  
[clwalker@brla.gov](mailto:clwalker@brla.gov)

Functioning telephone, cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions **must** be maintained by the Contract Manager. Any change in telephone, cell phone numbers or e-mail addresses **must** be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

All calls, texts, and pages **shall** be returned within a two hour period. Functioning telephone, cell phone numbers and email addresses **must** be maintained by the Contract Manager. Failure to return calls and pages within two hours will constitute grounds for placing Contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position **must** have prior approval of the Agency. Any change in telephone, cell phone, or email addresses **must** be available to the Agency representative within twenty-four (24) hours. Failure to report these changes will constitute grounds for placing the Contractor in default.

**ON-SITE SUPERVISOR:** The Contractor **shall** provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position **must** have prior approval. Any change in telephone/cell

numbers **must** be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

Contractor will meet with City-Parish representative prior to the contract commencing to discuss contract service requirements.

**SAFETY DATA SHEETS (SDS): (formerly Material Safety Data Sheets):** All applicable chemicals, herbicides, pesticides and hazardous materials **must** be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and **must** meet all requirements of Louisiana State Laws.

It will be the responsibility of the Contractor, to furnish the Agency with all applicable Safety Data Sheets prior to commencing work at designated buildings on any and all chemicals being furnished by him under this contract, as indicated with their bid submittal.

If contractor wants to use a new chemical at any City-Parish building, it will be responsibility of the Contractor to provide the new SDS sheets to the Purchasing Division and the agency representative on any and all chemicals to be furnished by him under this contract. SDS **must** be received prior to cleaning with the new chemical.

#### **SUPPLIES/EQUIPMENT:**

##### **The Agency will furnish the following:**

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of work.
2. Hot and cold water as necessary.
3. Space in the buildings for the storage of an inventory of supplies and equipment, which will be used in the performance of the work under the contract.

##### **The Contractor will furnish the following:**

1. The Contractor **shall** furnish all cleaning supplies, mops, brooms, cleaning disinfectants, cleaning rags, towels and all other items and materials necessary for the performance of the work of this contract and to maintain the cleanliness and sanitation of the building at no additional charge to the Agency unless otherwise specified herein. If the Contractor does not provide proper supplies, the Contractor will be deemed to be in default.
2. Contractor **shall** supply all cleaning equipment, heavy duty commercial type vacuum cleaners meeting or exceeding EPA emission standards, and vacuum accessories/equipment for vacuuming upholstered furniture, carpet and hard floor surfaces is required. Equipment with frayed cords is prohibited.
3. The Contractor is responsible for providing all Safety Data Sheets applicable to the products and chemicals being furnished by him under this contract. All products **shall** have an Environmental Protection Agency Registry number and have an SDS available for the Agency Representative prior to use in this facility.
4. The contractor **shall** provide the following products to be stocked in various dispensers:
  - a) Paper towels for existing dispensers throughout the locations to include restrooms and any other dispensers
  - b) Toilet tissue - 2 ply septic safe
  - c) Toilet seat covers
  - d) Hand soap – Soap **must** match existing dispensers. (All Types)
  - e) Hand Sanitizer containing at least 60% alcohol to be used in existing dispensers.
  - f) Air fresheners

- g) Urinal screens or cakes
- h) Trashcan liners for all wastebaskets throughout the building (various sizes, as needed).

**Note:** Purell hand sanitizer is preferred by agency and should be part of the supplies provided by the Contractor.

**Note:** Contractor will monitor the supply levels and reorder as needed. At no time should there be less than a 2 day supply at site.

**All high contact areas *must* be cleaned and sterilized / disinfected at a minimum per CDC guidelines.**

Current CDC guidelines can be found at:

[https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening\\_America\\_Guidance.pdf](https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf)

**\*\*\*\*\* IMPORTANT \*\*\*\*\***

### **MRSA (Methicillin-resistant staphylococcus aureus)**

*Cleaning methods **must** be in compliance with MRSA, which is a resistant strain of the common staph infection which does not respond to normal antibiotics. The normal procedure to remove this highly contagious disease is to "Clinical Cleanse" the area, which means at least once each week the cleaning staff will wipe down common areas such as door, walls, tables and other surfaces that are used by the general populace of the facility. Rest rooms **must** be Clinically Cleansed daily, general office areas will be Clinically Cleansed monthly or as needed. MRSA resistant **shall** be listed on the label of the product used. The product used **must** be left on the surface for 2 minutes or as designated by the solution's directions, then dried. Each product will have slightly different instructions.*

## ATTACHMENT A SCOPE OF SERVICES CLEANING SCHEDULE

The Contractor is responsible for cleaning and servicing all interior space of the buildings listed in this RFP, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- The inside of cabinets, cupboards, drawers, etc.
- Computer Division Server Rooms

### **CLEANING SCHEDULE**

**All high contact areas must be cleaned and sterilized / disinfected at a minimum per CDC guidelines.**

#### **DAILY CLEANING SCHEDULE**

1. Bare floors in shall be dust mopped with untreated mops or vacuumed. Bare floors shall be damp mopped with a neutral PH cleaner. Mop water must be clear and odorless. Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.
2. Clean, sanitize, wet mop and deodorize restrooms per CDC Guidelines, with deodorizing disinfectant, using MRSA resistant cleanser. Floors shall be free of dirt (including corners), stains, paper, cobwebs, water, mop stains and debris. (See MRSA and CDC notes above.)
3. Clean restroom mirrors.
4. Spot wash restroom walls, shower rooms, partitions and doors.
5. Clean Baseboards and panel bases are to be clean of dirt build-up and stains.
6. Drains free of debris and hair.
7. Toilets and urinals free of mineral build-up and stains, dust, dirt and spots.
8. Flush valves shall be cleaned and polished.
9. Toilet seats, top side and bottom side, shall be free of spots and stains.
10. Dispensers shall be stocked **DAILY** and maintained at adequate level (soap and paper products). Dispensers shall be clean and dust free.
11. Empty all waste baskets; insert new can liners and place trash in outside receptacles for garbage pickup.
12. All areas around the dumpster areas must be clean and free of debris. No boxes should be left on the ground for the garbage contractor to pick up. All items designated for garbage pickup must be properly disposed.
13. Dust sills, chairs, files and furniture, desks and damp wipe spills as needed.
14. Wash all door glasses (interior and exterior)
15. Spot wash woodwork and hall walls.
16. Clean and polish water fountains and lavatory sinks.
17. Clean and fill all toilet tissue and hand towel holder dispensers and hand soap dispensers (including orange mechanic hand soap found at Central Garage) throughout the facilities. It is the responsibility of the contractor to monitor levels of dispensers. At no time should there be less than a 2 day supply at site. Clean and fill paper towel and soap dispensers in all areas of the facilities to include for example, the mechanic orange hand soap at Central Garage. It is the responsibility of the contractor to monitor levels of dispensers.
18. Clean all sinks to include the shop sink at Central Garage
19. Sweep front entrances.
20. Bare floors in lavatory are to be dust mopped and damp mopped.
21. All light switches and tops of all partitions to be damp wiped.
22. Surface cleaning for the common areas using MRSA clinical cleaning procedures and meeting CDC guidelines. (See MRSA and CDC notes above.)

### **WEEKLY CLEANING SCHEDULE**

1. All light switches and tops of all partitions to be damp wiped.
2. Buff hard floors in high traffic areas.
3. Surface cleaning for the common areas using MRSA clinical cleaning procedures and meeting CDC guidelines. (See MRSA and CDC notes above.)

### **MONTHLY CLEANING SCHEDULE**

1. Wipe clean all ceiling mounted and wall mounted HVAC supply and return air grilles. Also clean adjacent ceiling tile and wall areas as necessary to provide dust and soil free area around grilles.
2. Wash windows-inside.
3. Vacuum air vents.
4. Surface cleaning for the common areas using MRSA clinical cleaning procedures and meeting CDC guidelines. (See MRSA and CDC notes above.)

### **SEMI-ANNUAL CLEANING SCHEDULE**

1. Window blinds **shall** be vacuumed.

## CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

### A. General Liability Insurance

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

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

### B. Automobile Liability Insurance

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

#### **Bodily Injury and**

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

### C. Worker Compensation and Employers Liability Insurance

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

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

### D. Excess Umbrella Liability Coverage

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

#### **Bodily Injury and**

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

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

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

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

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

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

**Attn: Purchasing Division**

**222 St. Louis Street**

**8th Floor Room 826**

**Baton Rouge, LA 70802**

**Inquiry Period:**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto.

Inquiries are to be directed as follows:

**Hand Delivered, Courier, Delivery by United States Postal Services, or Email**

Lori Foreman, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802

- **By email:** [RFP7830JanSrvPubWork@brla.gov](mailto:RFP7830JanSrvPubWork@brla.gov)

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

**All inquiries **shall** be received by 5:00 p.m. on January 20, 2026.**

# Schedule of Bid Items

## Janitorial Services for Various Public Work Facilities

It is the intent of this proposal to establish prices for Janitorial Services to be performed at Various DPW Buildings. The square feet listed for each location is approximate. ALL items **must** be bid. A Blank space, NA, or Zero (0) in the Unit Price column will NOT be considered and may cause your bid to be deemed non-responsive. If your intention is NO Charge or NO Bid, please write that in the Unit price column.

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTALS
Old Baton Rouge Junior High School and Sewer Fee (Items 1-3) Cleaning Schedule: Monday-Friday Minimum of Two (2) Works to remain in Building from 6AM-3PM, 1100 Laurel Street Currently house approximately 47 employees					
0001	Base Price in accordance with attached specifications.	24,000 Sq. Ft.	Sq. Ft.	\$ _____ Price per square foot	\$ _____ Monthly
0002	Shampoo Carpet (once per year)	18,464 Sq. Ft.	Sq. Ft.	\$ _____ Price per square foot	\$ _____ Per Occurrence
0003	Strip/Wax Bare Floors (once per year)	5,536 Sq. Ft.	Sq. Ft.	\$ _____ Price per square foot	\$ _____ Per Occurrence
Emergency and Weekend Service (if needed)					
0004	Emergency Call Out IF NEEDED	10 HOUR	HOURLY	\$ _____ Price per hour	\$ _____ Per Hour
0005	Weekend Call Out IF NEEDED	10 HOUR	HOURLY	\$ _____ Price per hour	\$ _____ Per Hour



ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTALS
<b>Inspection Division (Items 6-8) Cleaning Schedule: Minimum 1 worker, working Monday – Friday 7a.m. – 12 noon 300 North 10th Street -Currently house approx.76 employees</b>					
0006	Base Price in accordance with attached specifications	<b>9,146 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Monthly
0007	Shampoo Carpet (once per year)	<b>4,270 Sq. Ft</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Per Occurrence
0008	Strip/Wax Bare Floors (once per year)	<b>4,876 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Per Occurrence
<b>Fleet Management (Items 9-11) and Central Garage (Items 12-14) 333 Chippewa Street Cleaning Minimum 2 workers, Monday – Friday 8 a.m. – 10 a.m.</b>					
0009	FLEET, Base Price in accordance with attached specifications.	<b>700 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Monthly
0010	Shampoo Carpet (once per year)	<b>160 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Per Occurrence
0011	Strip/Wax Bare Floors (once per year)	<b>540 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Per Occurrence
0012	GARAGE, Base Price in accordance with attached specifications	<b>3,940 Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Monthly
0013	Strip/Wax Bare Floors (once per year)	<b>3,940</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____ Monthly

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTALS
North Landfill Weigh Station (Items 14-17) Cleaning Schedule: 1 worker, Tues. & Thur. 10 a.m. – 12 noon 16001 Samuel Road					
0014	Base Price in accordance with attached specifications	765 Sq. Ft.	Sq. Ft.	\$ _____ Price per square foot	\$ _____ Monthly
0015	Strip/Wax Bare Floors (once per year)	765 Sq. Ft.	Sq. Ft.	\$ _____ Price per square foot	\$ _____ Per Occurrence
Emergency and Weekend Service (if needed)					
0016	Emergency Call Out IF NEEDED	10 HOUR	HOURLY	\$ _____ Price per hour	\$ _____ Per Hour
0017	Weekend Call Out IF NEEDED	10 HOUR	HOURLY	\$ _____ Price per hour	\$ _____ Per Hour

**NOTE: All prices **shall** include all supplies listed under Supplies / Equipment, fuel charge and any other fee that may relate to the services provided**

## 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.: \_\_\_\_\_

#### **A LIMITED LIABILITY COMPANY**

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

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

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

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

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

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

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

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

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

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

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

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

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

## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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SECRETARY

# ATTACHMENT C

## Sample Contract for

### JANITORIAL SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES Solicitation No: 2025-21-7830

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

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

Consultant agrees to proceed, upon written notice of the Director of \_\_\_\_\_ (designate department contact if not department head or director), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work **shall** be fully qualified and **shall** be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Consultant for this project **shall** be as follows:  
(generally a brief scope could be written here or reference to an attachment with greater detail would be given.)

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

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

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

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

SC1 of 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

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



**COMPLETE CONTRACT**

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

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

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

By\_\_\_\_\_

Title\_\_\_\_\_

Consultant  
By\_\_\_\_\_

Title\_\_\_\_\_

Typed Name and Title

**ATTACHMENT D**  
**Federal Terms and Conditions**  
**CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE**

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

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

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

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

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

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

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

**9. Compliance with Applicable Law and Regulations.**

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

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments **shall** be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award **must** display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."

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

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

#### **15. Disclaimer.**

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

#### **16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, THE CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - (i) A member of Congress or a representative of a committee of Congress;
  - (ii) An Inspector General;
  - (iii) The Government Accountability Office;
  - (iv) A Treasury employee responsible for contract or grant oversight or management;
  - (v) An authorized official of the Department of Justice or other law enforcement agency;
  - (vi) A court or grand jury; or
  - (vii) A management official or other employee of THE CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

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

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

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

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

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

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

THE CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors **must** be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors **must** be required to pay wages not less than once a week. The non- Federal entity **must** place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract **must** be conditioned upon the acceptance of the wage determination. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency.



The contracts **must** also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor **must** be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. THE CONTRACTOR **shall** maintain documentation which demonstrates compliance with requirements of this part. Such documentation **shall** be made available to the City-Parish for review upon request.

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

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

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

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

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

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

(iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
31. **Copeland Anti-Kickback Act:**
- A. Contractor. The contractor **shall** comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - B. Subcontracts. The contractor or subcontractor **shall** insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for the compliance by any subcontractor or lowertier subcontractor with all of these contract clauses.
  - C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder **shall** be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and **shall** include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR **shall** receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

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

**TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ARE BEING USED FOR THIS  
CONTRACT/PROFESSIONAL SERVICE AGREEMENT**

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



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

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

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

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

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

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

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

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

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

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

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

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

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
  - c. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - d. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - e. Subcontracts. The CONTRACTOR or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

BY: \_\_\_\_\_  
*Authorized Signature, printed name)*

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



# FAIR CHANCE ORDINANCE

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

## Section 1

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

## Section 2

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

## Section 3

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

## Section 4

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

## Section 5

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

## Section 6

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

## Section 7

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

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

_____	_____	_____
Date	Authorized Signature	Authorized Name (Printed)



# 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 no goal will be set based on the contract amount. However, SEDBE participation is strongly encouraged.**

## PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Appendix A**

### **SEDB Forms and Procedures**

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

##### **Form 1**

#### **SEDB Responsiveness Form INSTRUCTIONS**

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

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

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

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

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

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

**Form 1**  
**SEDB Responsiveness Form**  
**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: \_\_\_\_\_%

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

**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.

	%	%
<b>Enter Total Bid Amount</b>	<b>Total <span style="color: red;">Must</span> Equal 100%</b>	<b>Total SEDB Participation</b>
\$	%	%

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

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

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

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

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

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

1. Project name, project number and date of submittal:	2. Official name of firm:	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 style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> small business  <input type="checkbox"/> Women-owned business  <input type="checkbox"/> Minority-owned business         </div> <div> <input type="checkbox"/> SBA certified  <input type="checkbox"/> LAUCP DBE certified  <input type="checkbox"/> SEDB certified with CITY-PARISH         </div> </div> <p><small>*A firm participating as a SEDB <b>must</b> 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 <b>shall</b> be attached.</small></p>	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below): Last Year: _____ 2 Years ago: _____ 3 Years ago: _____	
If so, has the JV worked together before?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received:  <u>Index:</u> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;">1. less than \$500,000</div> <div style="width: 50%;">4. \$2,000,000-\$4,000,000</div> <div style="width: 50%;">2. \$500,000-\$1,000,000</div> <div style="width: 50%;">5. \$5,000,000-\$6,000,000</div> <div style="width: 50%;">3. \$1,000,000 - \$2,000,000</div> <div style="width: 50%;">6. \$6,000,000 or greater</div> </div>	

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

☐ Supporting documentation of Good Faith Efforts attached (required)

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

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

**PRIME CONTRACTOR INFORMATION:**

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

**SUBCONTRACTOR INFORMATION:**

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

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

## **City of Baton Rouge and Parish of East Baton Rouge**

### **Guidance for Removal and/or Substitution of a SEDB Firm**

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

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

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

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

<b>Project Name</b>		
City Parish Project No.	State Project No.	SEDB Commitment
<b>Prime Firm Name</b>		Phone Number
<b>Original Contract Amount</b>	Change Orders (Count)	<b>Current Contract Value</b>
<b>Subcontractor to be removed</b>		
<b>Proposed substitute subcontractor</b>		
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:** \_\_\_\_\_

## 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 F  
PROPOSAL FORM**

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

Sealed proposals will be received until 2:00 PM, Local Time February 10, 2026 by the  
Purchasing Division, 222 Saint Louis Street, Suite 826, Baton Rouge, La 70802

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:

**JANITORIAL SERVICES  
FOR VARIOUS PUBLIC WORKS FACILITIES  
RFP 2025-21-7830**

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:

**JANITORIAL SERVICES**  
**FOR VARIOUS PUBLIC WORKS FACILITIES**  
**RFP 2025-21-7830**

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.

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Affiant's Signature

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

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**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**  
\_\_\_\_\_