

Request for Proposal



Solicitation No.: 2025-08-7810

CITY OF BATON ROUGE ELEVATOR MAINTENANCE

RFP Opening Date: May 11, 2026 at 2:00 PM CST

City of Baton Rouge/Parish of East Baton Rouge

NOTE TO PROPOSERS:

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

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REQUEST FOR PROPOSAL

Solicitation No.: 2025-08-7810

City of Baton Rouge Elevator Maintenance

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1. Background

“OWNER”, currently owns (25) Hydraulic Passenger Elevators and (06) Handicapped Lifts/Material Lifts, (18) Traction Elevators, (3) Dumbwaiters, and (2) Escalators for a total of **(54) fifty four units** of vertical transportation listed at the “COBR” various listed locations on Pages 54 and 55 of this “RFP”.

1.1.1 Purpose

The City of Baton Rouge, Parish of East Baton Rouge is seeking proposals from reputable companies with impeccable service history to provide maintenance, call-back and repair services for the hydraulic passenger elevators; handicapped lifts/material lifts; traction elevators dumbwaiters and escalators located at various facilities throughout the City-Parish “**Owner**”. Items may be added or removed as needed, at the discretion of the City-Parish by means of an amendment to the contract without approval of Metro Council. The services provided will be broad and comprehensive in nature, the **EMP will also be responsible for all corrective/unscheduled maintenance (including pre-existing conditions) and repair services along with associated costs.**

The **EMP** will also be responsible for all costs (management, labor, materials, travel, etc.) associated with the preventive/scheduled maintenance (including but not limited to maintenance certifications, inspections, compliance *inspections, and tests*, including all tests required by the current ANSI/ASME A17.1 Elevator Safety Code, etc.) The **EMP** shall be responsible for all corrective/unscheduled maintenance (including pre-existing conditions) and repair services along with their associated costs. implement an effective, consistent, and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management and safety. This PM program will be submitted to and approved by “**OWNER**” so as to allow the ability to audit the performance of the “**EMP’S** preventative maintenance program on a regular basis. All planned PM work performed under these specifications shall be performed during regular working hours on regular working days, 7:30 A.M. to 5:00 P.M. Monday thru Friday.

The “**EMP**” is **mandated** to have their service representatives sign in upon arrival and sign out upon departure at the **Management Office of Each Facility.**

The “**EMP**” is **mandated** to have the service representatives provide a **HARD COPY** of the service ticket of the Work performed for each elevator. The Service Ticket or Work Order shall be signed by an authorized representative of the “**Owner**”. The Service Ticket or Work Order shall include the following information.

- a. Name of Employee, date and time spent for the task involved.
- b. Clearly Identify the Elevator worked on.
- c. Nature of the Service Call. (Elevator out of service, bouncing, unusual noise, accompany inspector, missing floors, etc.)
- d. Type of Work performed. (Repairs, test, adjustments, etc.)

- e. List of parts replaced and/or On Order.
 - f. Time spent on the Work performed.
 - g. Resolution. (Unit returned to service.) (Unit left out of service, need tech support, etc.)
- Through the duration of this contract, “**OWNER**” reserves the right to **add or delete** elevators or services stated in this **RFP**, without penalty, as deemed necessary.

This Request for Proposal is not within the purview of the Public Bid Law (LA RS:38:2212 et seq). It is the intent of the City-Parish to obtain fair and competitive proposals. However, the City-Parish specifically reserves the right to evaluation proposals, waive irregularities or informalities not affecting price or quality, to accept the proposal which is in the best interest of the City-Parish; and to reject all proposals if that is in the best interest of the City-Parish.

2.1 Definitions

- A. **Shall** – The term “shall” denotes mandatory requirements.
- B. **Must** – The terms “must” denotes mandatory requirements.
- C. **May** – The term “may” denotes an advisory or permissible action.
- D. **Should** – The term “should” denotes desirable.
- E. **Contractor** – means successful offer or who enters into a binding, written agreement.is defined as the Elevator Contractor and Sub-Contractors.
- F. **Agency** – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City of Baton Rouge, Parish of East Baton Rouge authorized to participate in any contract resulting from this solicitation.
- G. **State** – The State of Louisiana.
- H. **Parish** – East Baton Rouge Parish
- I. **Department** – Department for whom the solicitation is issued.
- J. **Director** – Director of Purchasing.
- K. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- L. **Elevator** is hereby defined to include systems in which cars are hoisted and lowered by energy applied by means of an electric driving motor; with other components of the work including hoisting cables, sheaves, over-speed governor and operating, dispatching, safety, security, leveling, alarm, maintenance, and similar required performances and capabilities.
- M. **Code** when referred to in these specifications is **ASME A17.1**, Safety Code for Elevators and Escalators.
- M. **Contractor** is defined as the **Elevator Contractor and Sub-Contractors**.

- N. **Project Administrator** is defined as the Project Administrator, **Mr. Bobby Jones**.
- O. **Provide** as used in this RFP and specifications shall be termed to mean “furnish and install”.
- P. **Owner** when referred to in this RFP and specifications shall mean “**City of Baton Rouge and may be abbreviated as “COBR.”**”
- Q. **ADA** is herein defined as the (2010 Americans with Disabilities Act).
- R. **Singular Number**: In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installation.
- S. **CCTV** is the abbreviation for Closed Circuit TV or Camera
- T. **Parish** – East Baton Rouge Parish, Louisiana.
- U. **EMP**- Elevator Maintenance Provider
- V. **CET** - Certified Elevator Technician
- W. **LA-SFM** - Louisiana State Fire Marshal

1.3 Schedule of Events

Item	Anticipated Schedule
RFP Issued and emailed to proposed vendors	April 2, 2026
Mandatory Pre-Proposal Meeting and Job Site Visits	April 17, 2026 @ 9:00 AM CST; April 20, 2026 and April 21, 2026 @ 9:00 AM CST
Deadline to Receive Written Inquiries	April 24, 2026 @ 5:00 PM
Deadline to Answer Written Inquiries	April 28, 2026
Proposal Opening Date (deadline for submitting proposals)	May 11, 2026 @ 2:00 PM CST
Notice of Down Selection	May 21, 2026
Oral Discussions with Proposers (To be scheduled if City/Parish determines necessity)	May 29, 2026
Notice of Intent to Award	June 2, 2026
Contract Initiation	July 1, 2026
Award Letter	July 1, 2026

NOTE: The City of Baton Rouge/Parish of East Baton Rouge reserves the right to deviate from these dates.

Mandatory Pre-Proposal Conferences/Mandatory Site Visits will be held on April 17, 2026 at 9:00 AM CST; April 20, 2026 and April 21, 2026 at 9:00 AM CST at the locations noted. The meeting to be held at City Hall will be held in the 8th floor, Purchasing Department, 222 St. Louis Street, Baton Rouge, LA on April 17, 2026.

1.3.1 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about **July, 2026 to June, 2027**. At the option of the “**OWNER**”, upon acceptance by the “**EMP**” (i.e., Elevator Maintenance Provider), contract may be RENEWED ANNUALLY for FOUR (4) additional twelve (12) month periods at the costs indicated on the **Cost Schedule (Appendix “A”)**. No contract release order or purchase order issues against this contract shall have an initial date earlier than the date on which such contract is approved by **(Mr. Larry L. Cooper, Building Services and Security Manager), City of Baton Rouge** or his/her designee.

1.3.2 Holiday Schedule

A **HOLIDAY** schedule will **NOT** apply to this RFP. “**EMP**” **shall provide** Preventative Maintenance, Emergency Call Back and Repair Services, (07) seven days a week, (24) hours a day for all specified units of vertical transportation at the various locations of the “**Owner**”.

1.4 Proposal Submittal

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

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

Proposal Name: **City of Baton Rouge Elevator Maintenance**

Solicitation No.: **Solicitation No: 2025-08-7810**

Proposal Opening Date & Time: **May 11, 2026 @ 2:00 PM CST**

Contractor’s State License Number

Contractor’s “LA-SEM” License Number

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

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

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

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

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

Any questions concerning the scope of work or submittal process should be in writing and directed to Lori Foreman at the address noted above or emailed to 7810elevatormaint@brla.gov. Any questions must be submitted no later than April 24, 2026 at 5:00 p.m. (CST), All questions will be responded to in writing or via addendum no later than April 28, 2026.

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

1.5 Proposal Response Format and Evaluation (Not to Exceed 20 Pages)

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:

- *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.*

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

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 Department 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.

Proposals should be submitted as one cohesive and well-organized document that includes all of the components listed below. It is important that the document is structured in a way that allows for easy navigation and reference to all the required components. Additionally, please keep in mind the **maximum page limit of 20 pages** for the proposal response. However, the stated page limit does not apply to resumes or prior experience examples.

The "**EMP'S**" proposal shall be submitted in **Three parts:**

Part I - Cover Letter: Contain a summary of **Proposer's** ability to perform the services described in the RFP and confirm

that **the Proposer** is willing to perform those services and enter into a contract with the "**OWNER**".

The cover letter should also contain:

- Identify the submitting **Proposer** and provide their **federal tax identification number** and State of Louisiana Contractors license number and Bureau of Elevator Safety License number (if applicable).
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the **Proposer** to contractually obligate the **Proposer**.
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

Part II– Shall contain Cost Data as requested in Price Schedules (**Appendix “B1”**), which includes base bid pricing).

Financial Proposal (Value 40%)

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for the entire project, including Respondent's actual criteria and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- 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 Appendix “B-1”. Prices proposed shall be firm.

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

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

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

The Proposer will not be reimbursed for any travel, per diem, photocopying, telephone bills or other related expenses of the engagement unless incurred at the specific written request of the 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.

- A.) By signing the proposal, the “EMP” certifies compliance with the signature authority required in accordance with all “OWNER” requirements and are within the State of Louisiana Laws and Statutes. 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 Louisiana Secretary of State; or
 - 2.) An individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or

- c. Other documents indicating authority which are acceptable to the public entity

Part III - Method of Performance:
Technical Proposal (Value 60%)

Proposals will be evaluated based on the **Proposer's** distinctive plan for performing the requirements of the RFP. Therefore, the **Proposer** should present a written proposal, which demonstrates the method or manner in which the **Proposer** proposes to satisfy these requirements. The language of the proposal should be straightforward and limited to facts and plans of action to deliver full preventative maintenance, emergency call-back and repair service.

- **Work Plan (Value 20%)**

Provide a description of your firm's maintenance plan, the data or references you intend to use to support the scheduling and execution of the various maintenance tasks, by which your firm intends to provide. This is meant to be a statement of how your firm intends to do business with "**OWNER**" as well as the definition of what work your firm will do and how your firm will determine when to do it. Include a submission of a schedule with frequency of tasks.

"**EMP**" shall furnish to the "**Owner**" a current copy of the registration and license issued by the Louisiana State Fire Marshal (**LA-SFM**).

b. References and Technical Support (Value 20%)

"**EMP**" shall supply a list of references of facilities under contract or previously under contract which have similar equipment listed in this RFP. References must contain the following information:

1. Name and address of facility
2. Number and type of vertical transportation serviced.
3. Name of Contact Person of the facility with phone number and if possible, an email address:
 - List the technical support availability for the "**EMP**" service operation.List the Professional Engineer or Engineering Company that the "**EMP**" will use if necessary for schematic or wiring changes ever become necessary.

c. Employee Resumes, Work Experience and Qualifications: (Value 20%)

1. Provide a detailed resume of elevator technicians that will be assigned to perform the required work at the "**Owner's**" facilities.
2. List the certifications and technical training, years of experience, education, and background.
 - a. Louisiana State Fire Marshal, (**LA-SFM**) License. "**EMP**" employees shall furnish a current copy of their **LA-SFM** license and **CET** or equivalent certification to the "**Owner**." All "**EMP**" employees shall be registered in an annual **CET** renewal program or equivalent that is recognized by "**LA-SFM**." A copy of the employee's current license and annual **CET** renewal shall be kept on file with "**Owner**." "**Owner**" reserves the right to request a replacement of "**EMP**" employee without giving any reason for the request.

All of the "**EMP'S**" employees shall abide by the work rules of "**Owner**".

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Two (2) additional copies of the proposal should be provided, as well as one (1) electronic copy on a USB Flash Drive. Within each copy, the technical and financial proposals must be clearly marked and separated. The first page of the original proposal should be marked "Original", and the first page of the copies should be marked "Copy" (See Section 1.6).

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City/Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City/Parish and hold the City/Parish harmless against all actions or court proceedings that may ensue

(including attorney's fees), which seek to order the City/Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City/Parish harmless, the City- Parish may disclose the information.

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Mandatory Pre-Proposal Meetings / Mandatory Job Site Visits

Mandatory pre-proposal meetings will be held pursuant to the schedule below:

Proposers do not have to attend all pre-proposal conferences; however, they must attend any pre-proposal conferences for the sites that they wish to bid on. Also; Proposers must visit all job sites they wish to bid on. Site visits will be conducted and verified by a City of Baton Rouge owner representative and will begin immediately after the pre-proposal conferences. The Proposer should bring a copy of the RFP as it will be utilized as the agenda for the Pre-Proposal Conference.

MANDATORY JOB SITE VISITS

WHEN: April 17, 2026
TIME: 9:00 a.m. CST
LOCATION: Larry Cooper 225-603-5688
222 St Louis Street (Room 806)

WHEN: April 20, 2026
TIME: 9:00 AM CST
LOCATION: Baton Rouge Police Headquarters
9000 Airline Highway – Front Entrance
Contact: Amanda Jones: 225-389-3387

WHEN: April 21, 2026
TIME: 9:00 AM CST
LOCATION: Baton Rouge Metro Airport
9430 Jackie Cochran - 1st Floor Conference
Contact: Dave Gordon 225-355-0333

Only companies represented at the pre-proposal conference(s) and corresponding site visits shall be considered for award

SITE VISITS LOCATIONS FORM

This completed form must be completed and must be submitted with your company's proposal for all sites your company is interested in providing service for as reflected in your proposal.

LOCATION	CITY PARISH REPRESENTATIVE (PRINTED NAME)	CITY PARISH REPRESENTATIVE (SIGNATURE)
Metropolitan Airport 9430 Jackie Cochran Drive		
Governmental Building 222 St. Louis Street		
Parking Facility East 345 St. Louis Street		
Parking Facility West 444 St. Louis Street		
LASM Building 1100 S. River Road		
City Courthouse 233 St. Louis Street		
Bogan Museum 427 Laurel Street		
ATM/OHSEP Building 3773 Harding Boulevard		
EMS Headquarters 3801 Harding Boulevard		
Police Headquarters / Public Safety Complex 9000 Airline Highway 9048 Airline Highway 9050 Airline Highway		
M L King Community Center 4142 Gus Young Avenue		
Human Resources 1755 Florida Boulevard		
Old Baton Rouge Junior High 1100 Laurel Street		
EBR Parish Health Unit 353 North 12 th . Street		
VENDOR REPRESENTATIVE NAME (Printed)		VENDOR REPRESENTATIVE SIGNATURE
_____		_____

1.7.2 Proposer Inquiry Period

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

The 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.

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

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

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

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

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

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

City of Baton Rouge/Parish of East Baton Rouge
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826 Baton Rouge, LA 70802
E-Mail: 7810elevatormaint@brla.gov
Phone: (225) 389-3259

Addendum Acknowledgement: “EMP” shall acknowledge any **addenda** by signing, dating, and returning with the required submittals.

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (not required for this RFP)

1.10 Performance Bond

Prior to performance as a result of this “RFP”, the successful bidder shall furnish Surety Bond on the as security for faithful performance of this contract. The surety of such bond shall be a duly authorized surety company satisfactory to the City of Baton Rouge.

- 1.) A Performance bond in an amount equal to one hundred percent (100%) of the total amount of the bid award.
- 2.) Bond shall be drawn in favor of the “**City of Baton Rouge**”.
- 3.) The surety or sureties agree to adjust the bond to the contract price as it may be modified by approved change orders and hereby waive notice of such change.

1.11 Changes, Addenda, Withdrawals

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

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

Contract Changes

No additional charges, enhancements, or modifications to any contract resulting from this **RFP** shall be made without the prior approval of “**Owner**”. “**Owner**” reserves the right to add or remove units from this agreement, without penalty, by providing written notice to the “**EMP**”. Units being added to the agreement will be invoiced at the unit price costs included within the proposal

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.

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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/Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City of Baton Rouge, Parish of East Baton Rouge to award a contract. The City/Parish 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 non-mandatory information requested may result in the City/Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials submitted timely in response to this request become the property of the City- Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by City/Parish and not returned to Proposers. Any copyrighted materials in the response are not transferred to the City- Parish.

1.17 Cost of Offer Preparation

The City/Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City/Parish.

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.22 Corporation Requirements

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

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

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

1.23 Use of Subcontractors

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

1.24 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City/Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City/Parish 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.

1.25 Acceptance of Proposal Content

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

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City/Parish's needs, price, and other evaluation factors set forth 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 revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

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

The RFP, any addendums, and the proposal of the selected Consultant will become part of any contract initiated by the 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 E and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

Award shall be made to the Proposer 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 to a single Proposer.**

1.28 Notice of Intent to Award

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

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

1.29 Debriefings

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to 7810elevatormaint@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

1.30 Insurance Requirements

Proposer shall furnish the 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 certificates are to be received and approved by the City/Parish before work commences. The City/Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

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

1.32 Indemnification

Proposer 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 those 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 is alleged in performing its obligations under this Agreement.

Proposer, 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 of subrogation or otherwise for any loss or damage which Proposer, its agents or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

1.33 Fidelity Bond Requirements (not required for this RFP)

1.34 Payment for Services

The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice the City/Parish on a monthly basis. The City/Parish does not pay for services in advance. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be authorized by **City/Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department. This payment will only be authorized upon receiving a monthly elevator service report signed by an authorized representative of the City/Parish "Owner". The report shall show all elevators receiving the required preventative maintenance performed during the month. This report along with the monthly invoice will be submitted to the "Owner" for payment. The address for submitting the monthly report and invoice shall be listed as:**

Invoice and Report

Attn: Larry L. Cooper

Cortina Walker

444 St. Louis Street

Baton Rouge, LA 70802

Email: lcooper@brla.gov & clwalker@brla.gov

For Airport Billing also Email: accounting@flybtr.com and dgordon@flybtr.com)Dave Gordon)

For Airport Reports also Email dgordon@flybtr.com

Upon receipt of the notification of the intent by Owner to award the contract the EMP shall cooperative with the Owner to plan for the receipt of the monthly report and payment.

Upon receipt of notification of the intent by "Owner" to award the contract, the "EMP" shall coordinate with "Owner" to plan for the receipt of the monthly report and payment.

The "EMP" shall submit a monthly invoice, comprised of 1/12 of the annual total price stated in the Pricing Schedule (Appendix "A"), to "Owner" at the following address:

Attn: Cortina Walker

444 St Louis Street

Baton Rouge, LA 70802

E-Mail: clwalker@brla.gov

For Airport Billing also Email :accounting@flybtr.com and dgordon@flybtr.com (Dave Gordon)

Monthly payments will be made by "Owner" within approximately thirty (30) days after receipt of a properly executed invoice, and approval by **City of Baton Rouge, Building Services Office**. Invoices shall include the contract and order number, and dates of service. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

An independent elevator evaluation is conducted annually on all of the **OWNER'S** elevators by an Elevator Technical Services certified QEI elevator inspector. All elevator code deficiencies which are reported that are the "EMP'S" responsibility under the preventative maintenance specifications are required to be in compliance within (60) days after notification of the deficiencies. A compliance inspection will be ordered by the "Owner" at the end of the (60) day requirement to correct deficiencies. If the deficiencies are found **not** corrected, at the time of the compliance inspection, the Elevator

Contractor will be notified all deficiencies will be corrected within (30) days. Another compliance inspection will be performed at the Contractor's expense. Any deficiencies unresolved, not corrected or not documented for correction will be assessed and valued by "Owner", and subsequently reduced from the "EMP'S" monthly payment request until deficiencies are corrected. Thereafter, compliance inspections will be required every 30 days until Elevator Contractor has the elevator/escalator compliant. The Owner will have the right to evaluate the Elevator Contractor's delay within

bringing the unit in compliance with reasons beyond his control such as delay in manufacture shipping parts, extreme weather conditions, strikes, and other conditions beyond the Elevator Contractors control. Documentation must be provided to the "Owner" from Elevator Parts suppliers and or manufacturers explaining the need for extension of time for parts and materials being delayed.

All invoices shall show building, elevator, vendor #, date and times of repair and brief explanation of each repair and parts replaced. This invoicing shall be adhered to or payment will be withheld until properly applied.

Cost listings for repairs and services not covered under the preventative maintenance program shall include:

- Each separate material and or part for the service and or repair
- The cost of each material and or part.
- Name of elevator contract worker and the labor charges for each contract worker used for the repair.
- Expenses will not be labeled as such but shall be detailed as to just what the expenses are.
Example: shop supplies, travel time.
- Elevator service and or repair time will start upon arrival and sign-in at Building Service location and will end once all work has been completed and sign-out at Building Service Location. In cases involving a specialized sub-contractor, the City may approve travel time as needed but shall be approved beforehand.

Penalty:

Any elevator or vertical transportation system that is out of service for over (10) ten working days shall be considered delinquent in the "EMP'S" required maintenance and repair services. A penalty of **\$50.00 dollars** a day and the monthly preventative maintenance cost shall be imposed on the "EMP" for that delinquent vertical transportation system. This penalty shall not be imposed on the "EMP" for vertical transportation equipment damaged by acts of nature, or other similar acts beyond the "EMP'S" control. This penalty may be waived when the "EMP" has a valid excuse for the excessive delay. "Owner" reserve the right to require the "EMP'S" bonding company to perform the necessary repairs on delinquent equipment after the (10) day delinquency time frame or use another elevator contractor to place the delinquent vertical transportation system back in service. The "EMP" shall be responsible for the charges incurred.

1.35 Termination

1.35.1 Termination of this Agreement for Cause

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

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

1.35.2 Termination of this Agreement for Convenience

The City/Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Lack of Appropriated Funds

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

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

1.36 Assignment

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

1.37 No Guarantee of Quantities

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

1.38 Audit of Records

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

1.39 Civil Rights Compliance

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

1.40 Record Retention

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

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

Proposals should include the names and qualifications of the individuals that will be assigned

to this project. Substitution of personnel shall be approved by the City/Parish.

1.45 Governing Law

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

1.46 Claims or Controversies

Any Proposer who believes they were adversely affected by the City/Parish's procurement Process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested.

The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

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

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered. Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of No Suspension or Debarment

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

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

APPENDIX “A”

2.1 Scope of Work/Services

General Requirements:

The scope of services contained within this **RFP** both outline and define the various requirements for **EMP** to provide maintenance, call-back, and repair services for the “**Owner**”. These services are broad and comprehensive in nature; the **EMP** will be responsible for all corrective/unscheduled maintenance (including pre-existing conditions) and repair services along with their associated costs.

The **EMP** will also be responsible for all costs (management, labor, materials, travel, etc.) associated with the preventive/scheduled maintenance (including but not limited to maintenance certifications, inspections, compliance *inspections, and tests*, including all tests required by the current ANSI/ASME A17.1 Elevator Safety Code, etc.) The **EMP** shall develop and implement an effective, consistent, and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management and safety. This PM program will be submitted to and approved by “**OWNER**” so as to allow the ability to audit the performance of the “**EMP’S**” preventative maintenance program on a regular basis. All planned PM work performed under these specifications shall be performed during regular working hours on regular working days, 7:30 A.M. to 5:00 P.M. Monday thru Friday.

The “**EMP**” is mandated to have their service representatives sign in upon arrival and sign out upon departure at the Management Office of Each Facility.

The “**EMP**” is mandated to have the service representatives provide a HARD COPY of the service ticket of the Work performed for each elevator. The Service Ticket or Work Order shall be signed by an authorized representative of the “**Owner**”. The Service Ticket or Work Order shall include the following information.

- a. Name of Employee, date and time spent for the task involved.
 - b. Clearly Identify the Elevator worked on.
 - c. Nature of the Service Call. (Elevator out of service, bouncing, unusual noise, accompany inspector, missing floors, etc.)
 - d. Type of Work performed. (Repairs, test, adjustments, etc.)
 - e. List of parts replaced and/or On Order.
 - f. Time spent on the Work performed.
 - g. Resolution. (Unit returned to service.) (Unit left out of service, need tech support, etc.)
- Through the duration of this contract, “**OWNER**” reserves the right to **add or delete** elevators or services stated in this **RFP**, without penalty, as deemed necessary. The **EMP** shall furnish all labor, personnel, parts, materials, tools, test equipment (including proprietary test equipment), and if necessary, the hoisting and lowering of equipment. “**OWNER**” **will** purchase proprietary tools and equipment if required (at “**EMP’S**” expense), in conformance with the specifications within this **RFP**. The “**EMP**” must meet all requirements within this **RFP**. Any proposal not meeting these requirements may be considered deficient.

2.1.1 “EMP” Qualifications

The following qualifications shall be considered the minimum standard for an **EMP** to be considered as qualified to provide the services listed herein. Their complete fulfillment shall be an absolute requirement for a **“EMP”** to be considered responsive.

- The **“EMP”** and their managing staff shall demonstrate that it has been actively and normally engaged for at a minimum of the past **5 years** in the installation, maintenance, service, repair and replacement of materials and equipment in elevators of a similar manufacturer, capacity, and control system as those covered by this **RFP**. List specific references for **(3) three** contacts, showing company name and the names of their representatives where elevators are being maintained.
- The **“EMP”** and their managing staff shall demonstrate that it has available, under its direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this specification.
- The **“EMP”** and their managing staff shall use only skilled, competent, trained elevator personnel having a minimum experience of **(5) five years** in maintaining elevator systems similar to those in this specification. (It is not necessary for all of the required experience to have been acquired with the **“EMP’S”** firm). Under no condition will any work specified herein be subcontracted without **“OWNER”** prior written approval. Journeyman elevator technicians shall have (CET) Certified Elevator Technician certification. Helpers must be enrolled in a (CET) training program.
 - **EMP** shall furnish **Owner** a current copy of each employee’s license issued by the Louisiana State Fire Marshal.

2.2 Specifications

2.2.1 General

The required services include but are not limited to the following:

- a) The work to be performed by the **“EMP”** under the specifications listed herein shall consist of furnishing all necessary supplies, materials, parts, tools, proprietary testing equipment , (**“OWNER”** will assist in providing these tools if required at **“EMP’S”** expense) labor and supervision to provide full preventative maintenance and repair services, including inspections, adjustments, tests and replacement of parts as herein specified for all equipment covered under this solicitation, as listed. All parts and materials shall be of a good quality.
- b) Written approval is required from **“OWNER”** prior to installing any necessary equipment. All existing items and/or equipment installed or attached to any part of the building elevator (including control devices) are the property of the building **“Owner”** and any new and/or necessary equipment added to the existing elevator immediately become property of the **“OWNER”**.
- c) These items are not to be removed by any **“EMP”** under any circumstance unless the (**“OWNER”**) grants written approval. Any deletion of equipment without **“OWNER’S”** approval will result in the **“EMP”** immediately reinstalling the equipment at their cost.
- d) The **“EMP”** shall utilize only personnel directly employed, trained, and supervised by the **“EMP”**. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment. **“OWNER”** reserves the right to request the replacement of any personnel deemed by **“OWNER”** to be unsatisfactory.

- e) The “EMP” shall conduct monthly elevator fire services and check emergency communication networking devices for compliance and regulations. All logs shall be kept in the elevator mechanical room and updated monthly. A copy shall be forwarded to the Building Services and Security Manager or his designee on a monthly basis
- f) The “EMP” shall ensure supervision of the maintenance and service personnel by providing a mandatory semi-annual inspection by the “EMP’S” supervisor staff. The supervisor is mandated to schedule these inspections with “OWNER’S” representative and/or Inspection Agency under contract with “OWNER”.
- g) At no additional cost to the Owner, the “EMP” shall be required to be available to provide access during State Fire Marshal’s inspection, Municipal and “OWNER” QEI semi-annual Inspections, make corrections, and complete on-site certificates, and submit test reports to the “OWNER” for their use in filing and obtaining code compliance and operating certificates.
- h) “EMP” shall respond to any callback for preventative maintenance, entrapment, emergency callback service and repair work by “Owner” as follows: (1) Contractor shall telephone “Owner” within fifteen (15) minutes of the callback with an estimated time of arrival of an elevator technician to be on-site, and (2) the elevator technician shall arrive on-site within one (1) HOUR from the time callback is made by “Owner”. These response times shall apply twenty-four (24) hours a day, seven days a week, including holidays.
- i) The “EMP” will be expected to perform repairs as may be necessary outside of the usual preventative maintenance duties. The “EMP” will be responsible for all deficiencies, adjustments, repairs found during all inspections. “EMP” will prepare an estimate for repairs that are not covered within the RFP. No repairs will be performed until written permission is received from “OWNER”.
- j) The “EMP” must comply with all local, State and Parish laws, rules, and regulations, specifically including those related to elevator maintenance, repair, and testing.

The “EMP” shall provide to the “OWNER’S” a minimum of one (1) on-site elevator technician for preventative maintenance, emergency call-back service and repair work, to be available (24) hours a day, seven days a week, including holidays). The EMP is required to document all preventative maintenance tasks and repair work performed. The “EMP” will provide a computer-generated monthly report showing all activity that has occurred during the month including, but not limited to, names of employees that performed the work, exact locations including floor that repairs or maintenance took place, parts including cost and time to complete the task. The monthly report should also be in electronic format so they can be sent to “OWNER” via e-mail to **Attn: Mr. Larry Cooper, Building Services and Security Manager**

Email: llcooper@brla.gov

- k) Failure to document required man-hours shall be grounds for cancellation of contract and or payment.
- l) The “EMP” is mandated to contact and inform the “OWNER’S” representative(s) that work is being performed on all elevator equipment. Failure to comply will result in no access to facility or equipment. (This mandate does not apply to emergency service, repair, or entrapments).
- m) The “EMP” is mandated to have all service and repair tickets signed by “OWNER’S” on-site authorized representative for all repairs and service. A copy of signed service and repair tickets is mandated to be provided to “OWNER’S” authorized representative. Failure to have service tickets signed and a copy provided will result in non-payment of all work performed.

2.2.2 Basic Full-Service Maintenance

- Preventative Maintenance Service shall consist of constant, high-quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum down time for any portion of the system.
- The time of day that each elevator can be shut down for routine maintenance will be scheduled with “**OWNER**” to minimize the disruption caused by the elevators being out of service. If for any reason the elevator should be out of service for more than **60 minutes**, the “**EMP**” shall notify “**OWNER**” when the elevator was taken out of service, the reason why, and what time the elevator is expected to be put back into service for proper and safe operation. The “**EMP**” shall be responsible for any and all signage, on all floors, to inform tenants of elevator outage.
- The “**EMP**” shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair, and replace the necessary items and components thereof and all other mechanical and electrical equipment. All replacement parts shall be new and specifically designed for the elevators on which they are to be used. Submit a detailed description for your maintenance procedures including routine and methodical examinations and adjustments and etc.

GEARLESS DRIVE MACHIES (DC MOTORS) WITH SCR DRIVES.

NOTE: This applies to M-G Sets and units with DC MOTORS WITH SCR drives. (SEMI-ANNUALLY) Test the equipment to ensure the equipment meets the manufacturers’ standard and specifications.

- **Test the integrity of DC MOTOR and ensure DC MOTOR meet manufacturers standard. A reading of LESS than ONE Meg-ohm is NOT acceptable. Perform the following work.**
 - **REMOVE BRUSHES FROM BRUSHHOLDERS**
 - **MEG FIELD COILS**
 - **MEG ARMATURE**
 - **MEG BRUSHHOLDERS**
 - **IMPEDANCE TEST ALL FIELD COILS**
 - **TURN AND STONE/UNDERCUT/MACHINE COMMUTATOR- AS NEEDED. MOST UNITS HAVE HIGH BARS ON THE COMMUTATORS.**
 - **BEVEL COMMUTATOR**
 - **DRAG OR UNDERCUT COMMUTATOR SLOTS**
 - **CLEAN/BLOW OUT UNIT WITH NITROGEN**

NOTE: UPON CLEANING UNIT OF CAROBN, PERFORM THE FOLLOWING TASKS.

- **MEG FIELD COILS**
- **MEG ARMATURE**
- **MEG BRUSHHOLDERS**
- **GLIPTOL ARMATURE/ FIELD COILS (BLACK/RED)**
- **REINSTALL AND SET BRUSHES**
- **FINAL TESTS**
- **RECORD RESULTS IN THE MAINTENANCE RECORDS. HAVE EQUIPMENT REPAIRED BY A REPUTABLE MOTOR SHOP FOR EQUIPMENT WHICH TEST SUBSTANDARD OR DEFECTIVE.**

- **All scheduled (PM) preventative maintenance calls will be performed during the normal working hours defined as Monday – Friday; 7:30 a.m. to 5:00 p.m. The selected firm must have the ability to respond to all service requests regardless of weather conditions (snow, ice, etc.).**

- **All emergency service and callback service shall be provided (24) hours a day seven days a week** including holidays to minimize downtime and inconvenience. All emergency calls are mandated to have a (15) minute phone call response to the facility to give the (ETA) estimated time of arrival. All entrapments are **mandated to have a 30-minute on-site response** time. If an emergency service call is requested and the technician's inspection does not reveal any defect in the systems and equipment, the "EMP" will notify "OWNER" to place the elevator back in service. Emergency service shall be performed as part of the contract without additional charge.
- The "EMP" shall be responsible for notifying "OWNER" representatives, in writing, of the existence or development of any defects in or repairs required to the elevator equipment which the "EMP" does not consider to be their responsibility under the terms of the RFP. The "EMP" is mandated to furnish "OWNER" with a written estimate for the cost to correct any such defects; and "OWNER" shall make the final determination concerning the responsibility for such defects, corrections, or repairs.
- The "EMP" shall be responsible for giving immediate notice to "OWNER" of any conditions which it discovers that may present a hazard to either the equipment or passengers.
- Misuse of the term "**Vandalism**" will not be accepted as extra cost to the "OWNER". Vandalism shall be defined as the intent to destroy. "EMP" shall immediately notify "OWNER" of any misuse, abuse or accidental damage and document incident before the "OWNER" accepts as extra cost
- The "EMP" shall not be liable for loss or damages resulting from strikes, lockouts, fires, explosion, theft, flood, riots, war, malicious mischief, storms, acts of Nature or other similar or dissimilar cases beyond its control. "EMP" assumes no liability for accidents to persons or property except those directly due to the negligent acts or omissions of the "EMP" or their employees.
- **Obsolete Equipment/Parts:** Obsolete parts must be certified by the manufacturer and approved by the Owner. If a part becomes obsolete during the period of the contract, it is the "EMP'S" responsibility to replace the part and the "Owner's" responsibility for expenses incurred for the modified replacement.
 - a. A part is considered **OBSOLETE** if the part cannot be repaired or replaced through elevator equipment or part suppliers.
 - b. No replacement part or component can be obtained through elevator parts suppliers and must be manufactured through an outside source.
 - c. The LABOR to remove and replace OBSOLETE parts will follow the guidelines set forth under the general monthly maintenance expense at no additional cost to the owner

2.2.3 Equipment, Wiring and Circuit Changes

- The "EMP" shall **NOT** make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized, in writing, by the "OWNER". If changes are made, the "EMP" is mandated to provide as-built drawing of the modifications and approved by a licensed Professional Electrical Engineer.
- All wiring diagrams and prints are the property of "OWNER". Any changes made to the diagrams will be duly noted signifying the type of change, the date the change was made, and

the name of the person and firm making the change. Prints and diagrams will not be removed from the premises without the written permission of “**OWNER**”.

- When microprocessor control is utilized, the diagnostic tools shall be maintained on the job site. The tools shall be listed under verification of qualifications for the type equipment applicable to this requirement. Diagnostic tools will be the property of the “**EMP**” as will the maintenance and repair of such diagnostic tools.
- Installed equipment becomes the “**Owner’s**” property. All existing items and/or equipment installed or attached to any part of the building elevator (including control devices) are the property of the building “**Owner**” and any new and/or necessary equipment added to the existing elevator immediately become property of the “**Owner**”. These items are not to be removed by any “**EMP**” under any circumstance which includes prints, diagrams, and schematics for the elevator equipment unless “**Owner**” grants written approval. Any deletion of equipment without “**Owner’s**” approval will result in the “**EMP**” immediately reinstalling the equipment at their cost.

2.2.4 Repairs/Callback Services

- The “**EMP**” must make repair/callback services available on a twenty-four (24) hour a day, seven days a week basis. In the event of a failure of the equipment, or to operate properly, “**OWNER**”, at its option, will notify the “**EMP**” and request immediate repair services. Repair/callback services shall be performed as part of the contract without additional charge.
- The “**EMP**” shall provide emergency callback service for all elevators on a twenty-four (24) hour a day, seven days a week basis. This emergency callback service shall include but not be limited to minor adjustments or repairs to provide uninterrupted elevator service. Emergency callback service shall be performed as part of the contract without additional charge.
- Any nuisance call shall be defined as a call where the elevator shutdown was caused by a known or unknown source, but the call is answered by the elevator personnel not knowing the cause. If time at the building is two (2) hours or less the nuisance call service shall be performed as part of the contract without additional charge. Any fraudulent documentation shall be cause for cancellation of the **Contract**.
- The “**EMP**” is mandated to provide repair and callback records indicating the reason for the callback, repairs made and status. Dates and initials of service technicians and repair personnel are required for all work. Schedules and records will be made available to “**OWNER**” at all times.
- Provide a breakdown of replacement/completion timelines for major and minor repairs. Give examples of such repairs.

2.2.5 Special Conditions

- **Wiring Diagrams.** The “**EMP**” shall maintain up to date wiring diagrams, lubrication charts, preventative maintenance schedule, firefighters service log, parts manuals, and

service manuals in the machine room. These items are or will become the property of “OWNER” and shall remain on the jobsite at all times.

- **Elevator Reports.** The “EMP” is mandated to maintain a complete Monthly written record of all maintenance inspections, testing results, overall conditions and emergency callback, replacement and repair work performed. This information shall be consolidated by the “EMP” into a Quarterly report submitted to “OWNER’S” authorized representative.

Annual Meeting. The “EMP” is mandated to meet with “OWNER” on an annual basis, to discuss the maintenance program, repair schedules, call back reports and other issues. An annual elevator report will be sent to “OWNER” (1) week in advance of the annual meeting for review and discussion of items of concern determined by “OWNER”

2.2.6 Maintenance Responsibility

- The “EMP” shall keep the elevators and escalators maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door openings and door closing times, within code mandated limits.
- The “EMP” shall provide a schedule of proposed maintenance visits (and what types of services will be performed at each visit) in its proposal. The schedule will conform to the manufacturer’s requirements and will indicate the frequency of adjustments, maintenance, and lubrication procedures.
- “OWNER” reserves the right to make inspections and tests when deemed advisable. If it is found that the elevators/escalators and associated equipment are deficient either electrically or mechanically, the “EMP” will be notified of these deficiencies in writing, and if no life-threatening situation exists, it shall be the “EMP’S” responsibility to make the necessary corrections **within sixty (60) days** of receipt of such notice. In the event of a life-threatening situation, the “EMP” **SHALL** make the necessary repairs immediately. *In the event that the deficiencies have not been corrected within sixty (60) days, or immediately as the case may be, “OWNER” may terminate the contract*

2.2.7 Safety Inspections and Testing. Category-1 (CAT-1) Test all items listed in the Periodic Inspections and Tests in the A17.1-8.11.3 ANNUALLY.

All service and repair work shall be performed in compliance with the most current version of the elevator CODE, the American Society of Mechanical Engineers Safety CODE for Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1- 2016 including supplemental adoptions and shall be subject to QEI safety inspections by “OWNER”. The “EMP” shall provide personnel who are familiar with the equipment for the QEI Inspector to witness the “EMP” performing the Five-year full-load testing (CAT-5), Annual Periodic and Semi-annual Routine Elevator inspections and (CAT-1) tests. The “EMP” is mandated to test all safety devices and make formal safety tests and inspections as required and outlined in the ASME A17.1-2016 CODE.

The annual no-load (CAT-1) and 5-year full-load (CAT-5) Periodic inspections and tests for all elevators and escalators are mandated to be conducted in the presence of the QEI elevator inspector designated by “OWNER”. Test and inspections shall be performed at intervals specified in the ASME A17.1 CODE and when designated by the elevator inspector designated by

“OWNER” Coordinate these tests to coincide with the annual due date of the QEI elevator inspection required by the “Owner” and the Governing Authority. All hydraulic elevators (CAT-1) testing shall be in accordance with ASME A17.1-8.11.3. All items shall be tested as applicable to each hydraulic elevator.

It will be the responsibility of the “**EMP**” and the Elevator Inspector to schedule when these tests are due. Once inspection and test schedule are provided to “**OWNER**”, arrangements will be made for each facility to be inspected or tested per schedule. Any conflicts with schedule due to facility needs or other circumstances will be forwarded to “**EMP**” for rescheduling. The elevator inspector will file the necessary Governing Authority forms to obtain the elevator operating permits.

After completion of the required safety test, the “**EMP**” must submit a document to “**OWNER**” indicating the following information. The document may be the “**EMP’S**” standard form or the ASME Standard form:

TRACTION ELEVATORS:

- Type of test (CAT-1 / CAT-5)
- Name of “**EMP**” performing the test
- Address of Facility being tested
- Elevator identification number
- Car capacity
- Speed (Empty and full-load)
- Type of elevator (Passenger/Freight/Service)
- Type of machine (Geared / Gearless)
- Manufacturer of Safety
- Type of Safety (Type “A”, “B”, “C” Safety devices)
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional. Record tripping speeds.
- Type, size, and condition of the governor rope before and after the test
- Load at which safety was tested
- Speed at which governor jaws tripped
- Length of marks on each guide rail made by safety laws
- Number of turns remaining on Drum. (if applicable.)
- Did the car or counterweight set level?
- Did the governor set satisfactorily?
- Was the governor calibrated? At what speed?
- Was the safety test satisfactory?
- At what speed and load were buffers tested? (Applicable to Oil Buffers.)
- Was the oil level satisfactory after the test?
- Indicated plunger compression return time
- Indicate date test was performed
- Signature of individual performing tests
- Any additional remarks which are applicable
- Name of “**OWNER**” elevator inspector witnessing the test
- Copy of results are to be submitted within (30) days after testing is completed and at the Elevator Annual Meeting with “**COBR**” management.

HYDRAULIC ELEVATORS:

- Type of test. (CAT-1 / CAT-3)
- Name of “**EMP**” performing the test

- Address of Facility being tested
- Elevator identification number
- Car capacity
- Car Speed (Up and Down)
- Type of elevator (Passenger / Freight)
- Type of Pump Unit. (Submersible / Dry)
- Manufacturer of Valve Body
- Relief valve pressure (Record)
- 15-minute drift down test as per CODE (Record drift-down)
- Car door pressure
- Test door restrictive devices
- Emergency two-way communication
- Signal devices and Signage
- Firefighters' Service Phase I & II test
- Door times: Open, close, dwell, nudging times.
- Twin piston: Check synchronization of pistons.
- Top and bottom terminal switches
- Indicate date test was performed
- Signature of individual performing tests
- Any additional remarks which are applicable
- Name and signature of "**OWNER'S**" QEI elevator inspector **witnessing** the Category-1 (CAT-1) or Category-3 (CAT-3) testing.
- Copy of results are to be submitted within (30) days after testing and at the Elevator Annual meeting with "**COBR**" management.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet the manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are completed and elevators are in proper working condition. The "EMP" shall NOT be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of the "EMP'S" negligence. Failure to follow correct procedures to prevent damage and failure to perform pre-test examinations shall be considered negligence by the "EMP".

2.2.8 Firemen's Recall Service and Emergency Communication Testing.

The following ASME CODE A-17.1-2016 – 2.27.3 and 8.6.10.1 test is mandated to be performed monthly and is the responsibility for the "EMP" to perform without additional charge. The test is to be recorded in the required maintenance Log to be kept in the elevator equipment room.

document on service ticket to be signed by "OWNER" authorized representative. Record the phone test monthly in the maintenance Log in the machine room.

2.2.9 Parts to be covered under the Full Preventative Maintenance Program to include the following:

Elevator contractor shall furnish, replace, maintain, adjust, service and install when and as necessary, the following: Machine motors, bearings, sheaves and sheave assemblies, controllers, variable voltage variable frequency drives, SCR drives, selector, worm gears, thrust bearings, radial bearings, brake magnet, brake coils, brake shoes, motor brushes and brush holders, motor winding, rotating elements, commutator, armatures, over-speed governors, governor shafts and assemblies, governor jaws, gears, bearings, unintended movement devices, rotating elements, contacts, coils, mechanical and electrical driving equipment, condensers, car and hoist-way wiring, controller wiring, auxiliary door closing devices, load weighing equipment and devices, car and counterweight roller guides, car safety mechanism, oil buffers, resistors for operating and motor circuits, car LED lighting ballast and transformers, car top lighting, pit lighting, car ventilation fan and fan motor, car emergency lighting, firefighters service Phase I & II switches, dispatching systems, hall lanterns, car travel lanterns, voice synthesizers, starters, indicators and control panels, relay panels, all relays, electrical contacts and coils, filters and isolation transformers, power supply boards, rectifiers, shunts, wiring harness, leveling devices, slow down devices, operating devices, switches on the car and in the hoist-way, door electronic re-opening devices, top and bottom limit switches, Hall-call and Car push-buttons, annunciators, elevator signal system circuitry, leveling vanes, belts, all fuses, terminals and terminal strips, connections, all car top operating devices, handicap signals, motor couplings, isolation pads, relay leads and wiring connectors, overload devices, corridor position indicators and car position indicators, signal chimes, alarm bell, signal lamps and indicators, hoist-way pushbuttons and indicators, timers, hoist-way limit switches, computer devices, switch and switch assemblies, electronic circuit boards and discreet solid state components, monitoring tachometers, two-way communication devices, door operator motors, electronic sensors, hoist ropes and governor ropes, cable shackles, selector cables and tapes, travel cables, compensation ropes, car and counterweight guides, equipment guards and covers, magnet frames, leveling devices and sensors, cams, car and hoist-way door or gate operating devices, interlocks and electric contacts, car and counterweight roller guides and slide guide assemblies. **For Escalators:** Safety devices and switches, handrails, demarcation lighting, sprockets, tension sheaves, turn arounds, bearings, speed monitoring devices, drive motors and gear box, drive brakes and assemblies, comb plates and comb impact devices, switches and key operated switches, alarms, wiring harness, operating station, pit lighting, limits, sensor devices, alarms, programming, PC boards, solid state boards, power supplies, terminal connections, fuses, step rollers and all lubricants recommended by the manufacturer.

The “EMP” shall furnish shaft and car LED lighting and lamps. The “EMP” shall furnish and replace signal system lamps. Re-lamping of light and signal fixtures shall be done at least once per month, but more often if required.

- The following parts, materials, assemblies, shall be made available for replacement and installation within a maximum time period of (7) days of an elevator shut down. Machine motors, motor couplings, pumps, ventilation fan and fan motors, wiring harness, Victaulic fitting in oil lines or jack assembly, valve body, car top operating devices, isolation pads, two-way communication devices, selector cables and tapes, travel cables, equipment guards and covers, all bearings, magnet frames, leveling devices, cams, car and hoist way door rollers, door tracks and guides. The “EMP” shall furnish and replace signal system lamps. Re-lamping of light and signal fixtures shall be done at least once per month, but more often if required.

SECTION 3 - GENERAL MAINTENANCE SPECIFICATIONS (ESCALATORS) REFERENCE ASME A17.1 – 6.1 and 8.11.4.

3.0 ESCALATOR PREVENTATIVE MAINTENANCE AND SAFETY

3.1.1 ESCALATOR SAFETY REQUIREMENTS

Elevator/Escalator “EMP” and employees shall observe the following safety requirements when working on the “COBR” Escalators.

- Always lock and tag out the main power disconnect before performing any adjustment, inspection, lubrication, repair, or service to the equipment.
- Always lock and tag out the auxiliary power disconnects, and the emergency power disconnects before working near the lighting equipment.
- **Always barricade** both ends of the escalator before beginning any type of work. Barricades must be in place whenever landing plates or steps are removed.
- Always keep safety circuits in operation.
- Always ensure that no bystanders are near the escalator while it is being started.
- Never assume a circuit is de-energized. Always use a circuit tester before beginning to work.
- Electrical troubleshooting may require the testing of live high-voltage circuits. Only qualified (CET) technicians and their helpers must perform this type of work.
- When disconnecting the main drive chain or performing maintenance on the brake(s), always set the step chain-locking device.
 - a. Always run steps at inspection speed using a remote-control device.
 - b. The following should be worn while working on any escalator:
 - Safety glasses
 - Safety shoes
 - Protective clothing

- Glove

3.1.2 MONTHLY PREVENTATIVE MAINTENANCE - “ESCALATORS”

Under this Agreement, the Contractor shall maintain the escalator equipment herein described under the following terms and conditions: Escalators shall be inspected, maintained, and tested in accordance with ASME A17.1-2016 and manufacturer’s specifications.

A. Contractor shall use only trained Certified Elevator Technicians (CET), licensed, and registered with the State of Louisiana Fire Marshal elevator/escalator technicians directly employed and supervised by the Contractor in the performance of this Agreement. These technicians shall be qualified to maintain the escalators in proper and safe operating conditions and to ensure that the equipment is properly adjusted.

B. The Contractor shall regularly and systematically inspect, adjust, and lubricate escalators as required, and if conditions warrant, repair, and replace the following:

- Machine, worm gear, external gearing, drive chain, thrust bearing, main bearings, couplings and brake pulley, coil, linings and component parts, motor, motor windings, rotating elements, and bearings.
- Controller, all relays, fuses, contacts, coils, starters, resistance for operating and motor circuits, operating transformers, switches, operating devices, and rectifiers. All solid-state control boards, power supplies, terminal strips, PC boards, programming, and control devices as applicable.
- Handrail, handrail drive chains or belt, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels (rollers), step chains, demarcation lighting, switches, comb-plates, floor plates, and tracks.
- Monthly inspection of all safety devices and furnishing all required lubricants.
- **Steps**
Maintenance and adjustment of the step.
 - a. Inspect each step for damage to the riser and tread.
 - b. Inspect each comb segment for broken fingers, cracks. Replace it if needed.
 - c. Observe the steps for shifting interference or misalignment.
 - d. Clean the steps of any debris.
 - e. Check clearance between the steps and skirt panels.
 - The clearance should be 1/8 inch.
 - Adjust the skirt panel, if required.
 - f. Check the clearance between steps is not more than 0.15”.
 - If the clearance is more, replace the step chain.

6. Step Wheels

Maintenance and adjustment of the step wheels.

- a. Ride each step to check the condition of the rollers.
- b. Remove the landing plates to the lower truss area.
- c. Visually inspect the step wheels for excessive wear, or damage.

Replace as needed.

- d. Apply lubricants in accordance with manufacturer's specifications.
- e. Tight any step wheel-mounting nuts that may be loose.

C. "EMP" shall be required to assist in performing QEI inspections semi-annually and perform the brake torque and comb-plate impact test in the presence of the QEI inspector. The contractor shall NOT install new attachments of a different design on the escalators whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design. The contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause outside of the control of the Contractor except normal wear and tear.

Monthly Preventative Maintenance Requirements:

D.	Comb-Fingers	Clean, check condition and alignment. Tighten screws.
	Comb-plate	clean plate and gap.
	Steps, wheels & Risers	Check for damage, condition, alignment, and wear.
	Floor-plates	Clean and inspect for damage.
	Handrail	Check for lead/Lag. Clean and check condition.
	Lubricator	Check oil level.
	Couplings	Check for vibration and noise.
	Main Drive Chain	Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated.
	Skirt Panels	Check clearance force and clean.
	Safety Strips	Check condition.
	Deck Moldings	Clean
	Interior Panels	Clean.
	Newel Ends	Check for any unusual noise or temperature and clean.
	Handrail Drive	Check condition.
	Step Chain	Check condition.
	Main Drive Shaft	Check sprocket wear.
	Tension Carriage	Check condition.

E. Prepare and present to Building Maintenance Superintendent or his designee a monthly log for each escalator consisting of the following:

- A. Escalator location
- B. Services performed
- C. Material replaced
- D. Parts on order
- a.) Projected problems

3.2 ANNUAL PREVENTATIVE MAINTENANCE REQUIREMENTS - ESCALATORS

A. Contractor shall clean the interior and components of the TWO (2) escalators, in accordance with ASME A17.1 – 2016 CODE Requirements. Cleaning shall include, but not be limited to:

- Removal of all steps
- Transport steps off-site for steam cleaning and cleaning. Protect parts for steam cleaning
- Clean escalator truss.
- Lube moving parts
- Adjust chains, drives, tensioners, idlers, replace bad demarcation lamps, etc. as needed.
- Degrease escalator drip pans.
- Install cleaned steps.
- Check operation and return escalator to service.

B. Cleaning of each escalator shall be completed in two (2) days or less. Clean downs to be done Monday thru Thursday **between the hours of 7:30 a.m. and 5:00 p.m.** Contractor shall schedule cleanings with the Building Manager or designee.

C. Preventative Maintenance (PM) Requirements.

Main Drive Chain	Check for proper chain slack.
Pawl Brake	Check for operation.
Machine Brake	Check torque, check operation.
Gear Reducer	Check oil level. Fill it if needed. Use only manufacturer's specified lubricants.
Comb-plate Impact	Check switches tripping forces.
Handrail drive chains	Check for elongation of chain and tension.
Step axle sleeves	Lubricate with manufacturer's specified lubricants.
Handrail Drive Sheave	Check handrail tension.
Pressure Rollers	Check spring force.
Lubricator	Check pump.
Gear Reducer	Check sprockets for wear.
Brake Lining	Check for wear. Check operation.
Pawl Brake Switch	Check operation.
Step Chain Track	Clean track rails.
Step Chain Guide	Lubricate with manufacturer's specified lubricants.
Step Roller Track	Clean track rails.

Up-Thrust Guides	Clean.
Turn-around Track	Clean track rails.
Handrail Guides	Check condition, clean.
Tension Carriage	
Rollers	Lubricate with manufacturer's specified lubricants.
Return Guides	Check for abnormal wear, clean.
Steps and Wheels	Grease step wheel shoe.
Step Chain	Check tension.
Lubricator	Clean lubricator brushes. Check tubing condition.
Motor Bearings	Replenish grease with manufacturer's specified lubricants.
Main Drive Bearings	Add grease to grease fittings with manufacturer's specified lubricants as required.
Tension Carriage	
Bearings	Add grease to fittings with manufacturer's specified lubricants as required.
Handrail Drive	
Bearings	Add grease to fittings with manufacturer's specified lubricants as required.
Gear Reducer	Change oil using manufacturer's specified lubricants.

Examine periodically all safety devices and conduct a Periodic (CAT-1) ASME A17.1 – 8.11.4 Periodic test. Reports shall be submitted to “**Owner**” within thirty (30) days from the date the test was made. The report shall include machine number, manufacturer, type of test, drift down test, relief valve pressure, relief valve shall be sealed and tagged with date of test and name of the mechanic performing test. All tests will be performed in accordance with the current ASME A17.1 - 2016 (8.11.3) and all rules and regulations required by the State of Louisiana State Fire Marshal.

All Periodic CAT-1 safety inspections and tests shall be witnessed by “Owner’s” QEI inspection service contractor, (Elevator Technical Services). Each visit to the building must be documented and signed (with printed name and signature), by a “**COBR**” designated representative.

1 “**EMP**” shall maintain their service vehicles, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each type of elevator on contract with “Owner”.

2 Equal parts shall be measured as identical replacement of part or component installed by the manufacturer or a part or component proven superior. In no case shall a part or component with smaller parts or horsepower be considered equal or will a part that

requires any modification to existing equipment be acceptable unless the part is a modification recommended by the engineering department of the original manufacturer.

3 It is understood that parts required to be maintained on the premises remain the property and responsibility of the “EMP”.

4 It is absolutely necessary to lubricate, adjust and check the operation of all units of vertical transportation at regular intervals and anything less will place the “EMP” in default. A route sheet shall be furnished for “Owner’s” record and follow-ups. All inspections, cleaning and tests will be made at intervals as specified in the maintenance procedures. Inspections shall be made within two (2) days of schedule.

Type Vertical Transportation

Frequency

(25) Hydraulic Elevators	Monthly
(18) Traction Elevators	Monthly
(06) Handicapped Lifts/Material Lifts	Quarterly
(3) Dumbwaiter	Semi-Annual
(2) Escalators	Monthly
Cleaning of Hoist-ways – Car-tops - Pits	Semi-annual
Tests current NFPA/ASME A17.1 – 2016	As Required

3.3 SECURITY CLEARANCE REQUIREMENTS/ STANDARD OF CONDUCT

- **City of Baton Rouge Facilities**

The agency requires the successful vendor to provide to the City a Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and Information and drug test/screen on all 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 employees during the contract period as deemed needed. Any contractor's 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.

- **Baton Rouge Metro Airport.**

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 Baton Rouge Metro Airport. Any violations or disregard for rules regulations or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. Violators will be prosecuted. Anyone performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work (INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS) at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting (\$50), training. Renewal fee (\$30), badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. After the contractor is finished with the project all Airport ID badges must be returned to the Airport Police Department. If a security badge is not returned or lost it is an automatic \$250.00 charge. The Agency requires TSA / FBI Criminal Background cks before and during the contract period and reserves the right to deny employee access to jobsite depending information in background check. The Airport also reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed. KEYS: Contractor is to be responsible for all keys issued. If applicable, the airport will furnish an agreed upon sets of keys at beginning of the contract. Any additional sets of keys are the sole responsibility of the contractor-Keys are not to be left in doors. All doors are to be closed locked and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations. All lost keys shall be replaced by the contractor at their expense at the time of loss.

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

END OF APPENDIX "A"

APPENDIX “B”

Elevator Listing

(28) Hydraulic Passenger Elevators

(18) Traction Passenger Elevators

(06) Handicapped Lifts/Dock Lift/Material Lift/Freight

(03) Dumbwaiter

(02) Escalators

- a. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12570 # 1
- b. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12571 # 2
- c. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12572 # 3
- d. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12573 # 4
- e. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12574 # 5
- f. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Motion Control–ETS # 12575 # 6
- g. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Montgomery CT– ETS # 12576 # 7
- h. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Traction (11) floors Montgomery CT– ETS # 12577 # 8
- i. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. DW. (11) floors Energy– ETS # 12578 # 9
- j. Governmental Bldg.: 222 St. Louis St., Baton Rouge 70802 – Pass. Hyd (03) floors ESCO– ETS # 12579 # 10
- k. Bogan Museum: 427 Laurel St. Baton Rouge 70801 – Pass Hyd. (02) floors Montgomery -ETS # 12580 # P1
- l. LASM Building: 1100 S River Rd. Barton Rouge 70802 – Pass. Hyd. (02) floors KONE -ETS # 12581 # 2
- m. LASM Building: 1100 S River Rd. Barton Rouge 70802 – Pass. Hyd. (02) floors Dover/TKE -ETS # 12582 # 1
- n. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass Hyd (05) floors Montgomery -ETS # 12583 # 3P
- o. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass Traction. (05) floors Montgomery -ETS # 12584 # 2P
- p. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass Traction. (05) floors Alpha Elevator Control -ETS # 12585 # 1P
- q. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass Hyd. (05) floors Montgomery -ETS # 12586 # 4P
- r. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass DW. (05) floors Matot -ETS # 12587 DW # 1
- s. City Courthouse: 223 St. Louis St., Baton Rouge 70802 – Pass DW. (05) floors Matot -ETS # 12588 #DW # 2
- t. ATM/OH SEP Bldg. Lobby: 3773 Harding Blvd. Baton Rouge 70807 – Pass Hyd (02) floors Dover/TKE -ETS #12589 # 1
- u. ATM/OH SEP Bldg. South End: 3773 Harding Blvd. Lobby Baton Rouge 70807 – Pass Hyd (02) floors Dover/TKE -ETS # 12590 # 2
- v. ATM/OH SEP Bldg. North End: 3773 Harding Blvd. Lobby Baton Rouge 70807 – Pass Hyd (02) floors Dover/TKE -ETS # 12591 # 3
- w. ATM/OH SEP Bldg. Dock: 3773 Harding Blvd. Lobby Baton Rouge 70807–Kelly Atlantic Lift -ETS # 12592 # 4
- x. Building Maintenance – 444 St. Louis St., Baton Rouge 70807 -Doerr – Material Lift –(02) Floors -ETS # 12630 # 1
- y. Building Maintenance – 444 St. Louis St., Baton Rouge 70807 -Doerr – Material Lift –(02) Floors -ETS # 12617 # 2
- z. Human Resources: 1755 Florida Blvd., Baton Rouge 70802 – Pass. Traction. (3) floors – Westinghouse – ETS # 12595 # 1P

- aa. Old Baton Rouge Jr. High: 1100 Laurel St., Baton Rouge 70802 – Pass. Hyd (03) floors – Schindler – ETS # 12596 #1P
- bb. Police Headquarters: 9000 Airline Hwy H3, Baton Rouge 70815–Pass. Traction (06) floors– Montgomery/KONE –ETS # 12597 # 14
- cc. Police Headquarters: 9000 Airline Hwy H3, Baton Rouge 70815–Pass. Traction (06) floors– Montgomery/KONE– ETS # 12598 # 15
- dd. Police Headquarters: 9000 Airline Hwy H3, Baton Rouge 70815–Pass. Traction (06) floors– Montgomery/KONE– ETS # 12599 # 13
- ee. Public Safety Complex: 9048 Airline Hwy (ABC Bldg), Baton Rouge 70815–Pass. Hyd (02) floors– Montgomery/KONE– ETS #12605 #6
- ff. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (02) floors – Montgomery/KONE – ETS # 12600 # 5
- gg. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (02) floors – Montgomery/KONE – ETS # 12601 # 6
- hh. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (05) floors – Montgomery/KONE – ETS # 12603 # 8
- ii. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (05) floors– Montgomery/KONE – ETS # 12604 #10
- jj. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (03) floors – Montgomery/KONE – ETS # 12602 # 7
- kk. Public Safety Complex: 9050 Airline Hwy H2, Baton Rouge 70815 – Pass. Hyd (02) floors – Montgomery/KONE – ETS # 12606 # 9
- ll. Public Safety Complex: 9050 Airline Hwy H1, Baton Rouge 70815–Pass. Traction (07) floors– Montgome/KONE–ETS # 12607 # 11
- mm. Public Safety Complex: 9050 Airline Hwy H1, Baton Rouge 70815–Pass. Traction (07) floors– Montgome/KONE–ETS # 12608 # 12
- nn. EBR Parish Health Unit: 353 N. 12th St., Baton Rouge 70802 – Pass. Hyd (02) floors – Motion control – ETS # 12613 # 1P
- oo. ML King Community Center: 4142 Gus Young Ave., Baton Rouge 70802 – Pass. Hyd (02) floors – ESCO – ETS # 12614 # 1P
- pp. Parking Facility East: 345 St. Louis St., Baton Rouge 70802 – Pass. Traction. (05) Floors – Dover – ETS # 12615 # 1
- qq. Parking Facility West: 444 St. Louis St., Baton Rouge 70802 – Pass. Traction. (06) Floors – Dover – ETS # 12616 # 2
- rr. EMS Headquarters: 3801 Harding Blvd., Baton Rouge 70807 – Pass. Hyd (02) Floors – Schindler – ETS # 12593 # 1P
- ss. EMS Headquarters: 3801 Harding Blvd., Baton Rouge 70807 – Lift – Schindler – ETS# 12594 # 2L
- tt. Metro Airport: 9430 Jackie Cochran Dr. Term Main FR – Baton Rouge 70807 – Pass. Hyd (03) Floors - Schindler – ETS # 12618 # 1
- uu. Metro Airport: 9430 Jackie Cochran Dr. Term Main – Baton Rouge 70807 – Pass. Hyd (02) Floors - Schindler – ETS # 12619 # 2
- vv. Metro Airport: 9430 Jackie Cochran Dr. Term – Baton Rouge 70807 – Pass. Esc. (02) Floors - Schindler – ETS # 12620 # 1U
- ww. Metro Airport: 9430 Jackie Cochran Dr. Term – Baton Rouge 70807 – Pass. Esc. (02) Floors - Schindler – ETS # 12621 # 2 D
- xx. Metro Airport: 9430 Jackie Cochran Dr. Term – Baton Rouge 70807 – Pass. Hyd. (02) Floors - Schindler – ETS # 12622 # 3
- yy. Metro Airport: 9430 Jackie Cochran Dr. Term – Baton Rouge 70807 – Freight Hyd. (02) Floors - Schindler – ETS # 12623 # 4
- zz. Metro Airport: 9430 Jackie Cochran Dr. Restaurant– Baton Rouge 70807 – HL. Hyd (02) Floors – P-Flow– ETS # 12624 # 5
- aaa. Metro Airport: 9430 Jackie Cochran Dr. URS Bldg. – Baton Rouge 70807 – Pass. Hyd (02) Floors – Otis– ETS # 12625 # 6
- bbb. Metro Airport: 9430 Jackie Cochran Dr. Parking Gar.– Baton Rouge 70807 – Pass Hyd (03) Floors – Schindler– ETS # 12626 # 1P
- ccc. Metro Airport: 9430 Jackie Cochran Dr. Parking Gar.– Baton Rouge 70807 – Pass Hyd (03) Floors – Schindler– ETS # 12627 # 2P

- ddd. Metro Airport: 9430 Jackie Cochran Dr. Rental Car PG–Baton Rouge 70807–Pass Hyd (05) Floors–Schindler– ETS # 12628 # 1 RCP
- eee. Metro Airport: 9430 Jackie Cochran Dr. Rental Car PG– Baton Rouge 70807–Pass Hyd (05) Floors–Schindler– ETS # 12629 # 2 RCP

END OF APPENDIX “B”

APPENDIX "B1"

"EMP" shall fill in the cost sheet in this table:

"COBR": FACILITY NAME:	FIRM, FIXED ANNUAL PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM ANNUAL PRICE
	BASIC CONTRACT YEAR	RENEWAL OPTION 1.	FIRST RENEWAL OPTION 2	SECOND RENEWAL OPTION 3	THIRD RENEWAL OPTION 4
	(3/1/2023 – 2/29/2024)	(3/1/2024- 2/28/2025)	(3/1/2025- 2/28/2026)	(3/1/2026 - 2/28/2027)	(3/1/2027 - 2/28/2028)
01. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
02. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
03. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
04. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
05. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
06. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
07. "Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
08. Governmental Building: One (01) Traction Passenger	\$	\$	\$	\$	\$
09. Governmental Building: One (01) Dumbwaiter Passenger	\$	\$	\$	\$	\$
10. Governmental Building: One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
11. Bogan Museum: One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
12. LASM Building One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
13. LASM Building One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
14. City Courthouse: One (01) Traction Passenger	\$	\$	\$	\$	\$
15. City Courthouse: One (01) Traction Passenger	\$	\$	\$	\$	\$

16. City Courthouse: One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
17. City Courthouse: One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
18. City Courthouse: One (01) Dumbwaiter Passenger	\$	\$	\$	\$	\$
19. City Courthouse: One (01) Dumbwaiter Passenger	\$	\$	\$	\$	\$
20. ATM/OH BUILDING One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
21. ATM/OHSEP BUILDING One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
22. ATM/OHSEP BUILDING One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
23. ATM/OHSEP BUILDING One (01) Hydraulic Lift	\$	\$	\$	\$	\$
24. Building Maintenance One (01) Hydraulic Lift	\$	\$	\$	\$	\$
25. Building Maintenance One (01) Hydraulic Lift	\$	\$	\$	\$	\$
26. Human Resources One (01) Traction Passenger	\$	\$	\$	\$	\$
27. Old Baton Junior High One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
28. Police Headquarters One (01) Traction Passenger	\$	\$	\$	\$	\$
29. Police Headquarters One (01) Traction Passenger	\$	\$	\$	\$	\$
30. Police Headquarters One (01) Traction Passenger	\$	\$	\$	\$	\$
31. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
32. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
33. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
34. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$

35. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
36. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
37. Public Safety Complex One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
38. Public Safety Complex One (01) Traction Passenger	\$	\$	\$	\$	\$
39. Public Safety Complex One (01) Traction Passenger	\$	\$	\$	\$	\$
40. EBR Parish Health Unit One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
41. ML King Community Center One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
42. Parking Facility East One (01) Traction Passenger	\$	\$	\$	\$	\$
43. Parking Facility West One (01) Traction Passenger	\$	\$	\$	\$	\$
44. EMS Headquarters One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
45. EMS Headquarters One (01) Lift	\$	\$	\$	\$	\$
46. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
47. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
48. Metropolitan Airport One (01) Escalator Passenger	\$	\$	\$	\$	\$
49. Metropolitan Airport One (01) Escalator Passenger	\$	\$	\$	\$	\$
50. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
51. Metropolitan Airport One (01) Hydraulic Freight	\$	\$	\$	\$	\$
52. Metropolitan Airport One (01) Hydraulic Lift	\$	\$	\$	\$	\$
53. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$

54. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
55. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
56. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
57. Metropolitan Airport One (01) Hydraulic Passenger	\$	\$	\$	\$	\$
TOTAL ANNUAL PRICE for Full Preventative Maintenance, EM. Call Back & Repair Services.	\$	\$	\$	\$	\$
TOTAL ANNUAL PRICE for Full Preventative Maintenance, EM. Call Back & Repair Services. GRAND TOTAL PRICE FOR YEARS 1, 2, 3, 4, and 5	BASIC CONTRACT YEAR 1.	RENEWAL OPTION 1.	RENEWAL OPTION 2.	RENEWAL OPTION 3.	RENEWAL OPTION 4.
TOTAL ANNUAL PRICE for Full Preventative Maintenance, EM. Call Back & Repair Services. GRAND TOTAL PRICE FOR YEARS 1, 2, 3, 4, and 5	\$	<u>ALL "COBR" LOCATIONS</u>			

The **"EMP"** shall provide a firm, fixed annual price for each elevator in each facility location and for each year of the original contract period, and a maximum annual price for each potential renewal period for the provision of **"OWNER"** in accordance with the provisions and requirements of this Request for Proposal (RFP). All costs associated with providing the required services shall be included in the stated prices.

HOURLY RATE CHARGE FOR REPAIR ITEMS NOT COVERED UNDER THIS RFP.

Hourly Rate Charge: The **Proposer** shall state a firm hourly rate price for all services and repairs performed outside the specifications and requirements of this RFP. Repairs outside the scope of this RFP may include:

1. Code Deficiencies and Violations that may be required to meet in accordance with Code standards and Inspection agency recommendations.
2. Damage to the elevators caused by vandalism.
3. Damage to the elevators caused by weather, such as storm, lightning, water, wind, etc.
4. Items **“Owner”** may need installed to improve the performance and/or appearance of the elevators.

The **Elevator Contractor** shall submit the material cost invoice to **“OWNER”**. The **“EMP”** will be allowed to charge **“Owner”** a maximum of 20% above the cost of parts that are not covered under this RFP as explained above.

Item 001.

Hourly Labor Rates for Repair Items Not Covered Under Contract		
<u>(shall not increase for the contract year nor the four option years)</u>		
Firm, Fixed Hourly Rate	\$	_____ per hour
Overtime	\$	_____ per hour
Overtime (Sundays and Holidays)	\$	_____ per hour
Team Labor (straight time)	\$	_____ per hour
Team Labor (overtime)	\$	_____ per hour
Team Labor (Sundays and Holidays)	\$	_____ per hour

APPENDIX "B1" RFP SIGNATURE PAGES.

Name of Proposer: _____

Address of Proposer: _____
Mailing Address City State Zip Code

Contact Information: _____
Phone Number Mobile Number Email address

Signature of Proposer: _____

Title: _____

State of LA License Number: _____

Federal Tax ID Number: _____

Date: _____

**THIS PROPOSAL (RFP) WITH ALL ITS CONTENTS, INCLUDING
PROPOSER'S PREVENTATIVE MAINTENANCE WORK PLAN, PM SCHEDULE, SPECIFICATIONS AND THE ITEMIZED PRICING
IN APPENDIX "B1," IS HEREBY**

SIGNED BY AN AUTHORIZED REPRESENTATIVE OF:

(Insert Name of Elevator Contractor)

(Signature of Elevator Contractor Officer)

Date

END OF APPENDIX "B1" Signature Page.

APPENDIX "C"

PROPOSAL FORM

CITY OF BATON ROUGE

PARISH OF EAST BATON ROUGE

Solicitation No.: 2025-08-7810

City of Baton Rouge Elevator Maintenance

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **May 11, 2026 at 2:00 PM** CST in Room 826, of the City/Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

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

City of Baton Rouge Elevator Maintenance
Solicitation No.: 2025-08-7810

As set forth in the following Contract Documents:

- A.** Notice to Proposers
- B.** The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
- C.** Proposal Forms with Attachments
- D.** Agreement
- E.** 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 3rd Quarter 2026 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City/Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence. The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the 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 PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC. PROPOSER IS:

APPENDIX "D"

PROPOSER'S ORGANIZATION

PROPOSER IS:
AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____

receiving value for services rendered in connection with:

Elevator Maintenance
RFP Solicitation 2025-08-7810

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 2025.

Baton Rouge, Louisiana.

NOTARY PUBLIC

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this ____ day _____, 2026
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 _____ 2025, as said resolution appears of
record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2026

SECRETARY

APPENDIX "E"

INSURANCE REQUIREMENTS

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
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Exp	\$5,000

B. Automobile Liability Insurance

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

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
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C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
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The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change

E. The Certificate Holder should be shown as:

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

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**

APPENDIX "F"

**Sample Contract for City of Baton Rouge Elevator Maintenance
RFP #2025-08-7810**

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

Contractor shall provide elevator maintenance services as described herein for the City of Baton
Rouge, Parish of East Baton Rouge.

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

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall be as follows:

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

Article I: Services

The CITY/PARISH hereby agrees to engage the Provider, who shall perform and carry
out, in a satisfactory manner, the elevator maintenance services outlined in the Scope of
Services, attached hereto as "Exhibit A" (the "Services").

PROVIDER shall perform Additional Services only upon the written request of
CITY/PARISH. The compensation for any Additional Services will be negotiated and approved
in advance by the CITY/PARISH, and the Agreement shall be amended in writing prior to any
Additional Services rendered. "Additional Services" means any insurance broker services not
identified in the Scope of Service.

The CITY/PARISH shall issue a Notice of Award to PROVIDER, and upon receipt,
PROVIDER shall commence providing the Services. Any services PROVIDER performs before the
Notice of Award issuance shall be at PROVIDER'S sole risk and liability. The CITY/PARISH shall not be
liable for claims for, or related to, Services performed prior to the Notice of Award issuance.

Article II: Term

*The Primary Term of this Agreement is one (1) years, commencing on the date the last Party signs this
Agreement. At its sole discretion, the CITY/PARISH shall have the option to extend the Agreement for four (4)
additional one (1) year Option Terms, under the same terms and conditions. upon mutual agreement by all
parties.*

Article III: Compensation

The total compensation to be paid to the PROVIDER for the provision of the Services shall be an annual fee of _____ Dollars (\$_.00) (the “Annual Fee”). The Annual Fee shall be paid by the CITY/PARISH upon commencement of this Agreement and during each subsequent year of the Primary Term and any exercised Option Term(s), on the anniversary date of this Agreement.

Article IV: Responsibilities

PROVIDER shall be .

The CITY/PARISH shall be responsible for

Article V: Ownership

All documents prepared under this Agreement shall become the sole property of the CITY/PARISH. PROVIDER shall not provide any of the CITY/PARISH’s documents to others without prior written authorization from the CITY/PARISH.

Article VI: Compliance

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

Article VII: Subcontracts

PROVIDER shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY/PARISH.

Article VIII: Insurance

PROVIDER shall at all times carry liability and such other insurance coverage and in such minimum amounts as specified in the Insurance Requirements attached hereto and made a part hereof as “Appendix “E”

Article IX: Indemnification

PROVIDER agrees to indemnify, defend, and hold harmless the CITY/PARISH, the City of Baton Rouge, the Parish of Baton Rouge, and the Baton Rouge City/Parish Consolidated Government, and their respective elected and appointed officials, employees, agents, and representatives against and from any and all suits, actions, causes of action, rights of action, claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, all reasonable attorney’s fees) caused by the negligence, gross negligence, or intentional act or omission of PROVIDER, its officers, employees, agents, or representatives in connection with the performance of this Agreement.

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

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

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

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

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

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

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

COMMENCEMENT OF WORK: No work shall be performed by Contractor and the 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.

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

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

TERMINATION OR SUSPENSION: The City/Parish may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City/Parish shall give the Consultant written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City/Parish 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 Consultant shall give the City/Parish written notice specifying the City/Parish failure and a reasonable opportunity for the City/Parish to cure the defect.

The City/Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

Should the City/Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days' notice given by the 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 30 days' notice in writing to that effect.

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

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

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

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

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

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

Contractor, its agents, employees and insurer (s) hereby release the 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 Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

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

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

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

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

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 Contractor'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 City/Parish's 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. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Contractor. If the methods and procedures employed by the Consultant for the protection of the Contractor's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

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

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

By:

Title:

CONTRACTOR

By:

Title:

Typed Name and Title

2 CFR Requirement Small Minority and Women's Businesses

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

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

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

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

- Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- Affirmative steps must include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 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;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 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.

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.

APPENDIX "G"

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

- A. **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.
- B. **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.
- C. **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 he CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

- i 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.

- F. **Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).
 - a. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" 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.

G. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 37013708).

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.

- 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.
- 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.

- 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.
- 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.
- **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.
- **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).
 - o 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.
 - o 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.
 - o 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.

- o 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.
 - **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).
 - i 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.
 - ii 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.
 - iii 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.
 - iv The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.
- **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.

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

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

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

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

- 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)

**STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)**

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

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.

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.

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 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:
- B. 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.

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

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

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

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

will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. 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 CityParish for review upon request.

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

- 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.

- 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.
- 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.
- Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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.

- 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.
- 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.
- If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

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

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-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.

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.

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

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

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

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

in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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.

12. 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 sub awards 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 nonferrous 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

BY:

Printed Name

BY:

Date

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 this project the EBR Parish Purchasing office has indicated that SEDBE participation is strongly encouraged. All Proposers may demonstrate good faith efforts certified under the Parish SEDBE Certification Program at the time of submittal of the bid will count toward this EBE goal.

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.

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 3: 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.

FORM4 - Monthly Utilization/Participation SEDB Report (copy attached): Form 4 shall be submitted to the Field Engineer along with monthly payment requests and shall accurately represent the amount paid to SEDB Subcontractors during that invoice period. This form must be submitted with every monthly invoice regardless of the amount of payment or lack of payment. The form shall be signed by the Contractor and the SEDB Subcontractor(s) if payment has been made for that month. SEDB participations will not be counted toward the Contractor's commitment until payment has been rendered to the SEDB. Failure to submit the required reports may result in withholding of payment or partial payments to the Contractor until the required forms are submitted.

FORM 1

SEDB Responsiveness Form 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

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____%

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

					%
					%
					%

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

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

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

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

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

The undersigned prime firm will enter into a formal written agreement with the subcontractors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the City of Baton Rouge and Parish of East Baton Rouge.

The undersigned agrees to be contractually bound to maintain the level of SEDB participation set forth above. Failure to comply with this agreement constitutes breach of contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

FORM 2 Good Faith Efforts INSTRUCTIONS:

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

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

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

- F. Not rejecting SEDBs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the SEDB because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy contract goals.

- G. Contractor's inability to find a replacement SEDB at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SEDB. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement SEDB, and it is not a sound basis for rejecting a prospective replacement SEDB's reasonable quote.

- H. Making efforts to assist interested SEDBs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

- I. Making efforts to assist interested SEDBs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- J. Effectively using the services of available minority/women/veteran community organizations; minority/women/veteran contractors' groups; local, State, and Federal minority/women/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SEDBs.

FORM 2

Good Faith Efforts

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Supporting documentation of Good Faith Efforts attached (required)

FORM 3

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: _____

Form 4

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.

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)

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 H2B regulations.

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

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

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

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

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

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

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

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

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