

REQUEST FOR PROPOSAL

for

WIOA One-Stop Operator for EmployBR



Solicitation No: 2026-03-6210
Proposal Opening Date: May 19, 2026
Proposal Opening Time: 2:00 pm CST

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

Title: **WIOA One-Stop Operator for EmployBR**

Issuing Agency: **City of Baton Rouge/Parish of East Baton Rouge
Purchasing Office**

**222 Saint Louis Street 8th. Floor Room 826
Baton Rouge, LA 70802**

Period of Contract: **Three (3) years**

Sealed Proposals will be received until **2:00 p.m. CST on May 19, 2026** for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. No telephoned, faxed, or emailed proposals will be considered.

The face of the envelope or shipping container **SHALL** be clearly marked in the lower left-hand corner as follows:

RFP#:	2026-03-6210 – WIOA One-Stop Operator for EmployBR
TITLE:	WIOA One-Stop Operator for EmployBR
PROPOSAL DUE:	May 19, 2026

All Inquiries for Information Should Submitted in Writing and Be Directed To: Paul Narcisse, Assistant Purchasing Director, at t: RFP6210OneStopOperator@brla.gov

PROPOSALS MUST BE SHIPPED/MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.

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

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm: _____

Date: _____

_____ Zip Code _____

By: _____
(Signature in ink)

Telephone Number (____) _____

Name: _____

Fax Number (____) _____

(Please Print)

E-mail Address _____

Title: _____

I have the authority to bind the corporation

SMALL, WOMAN, MIORITY OR SERVICE DISABLED VETERAN – OWNED BUSINESS YES / NO

IF YES: SMALL, WOMAN, MINORITY, SERVICE DISABLED VETERAN - OWNED

The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

PART 1 ADMINISTRATIVE INFORMATION

ATTACHMENT A SCOPE OF SERVICES

We extend this proposal to enter into a contract to furnish WIOA -Stop Operator for EmployBR for a period of one (1) year, then renewable annually for an additional two (2) years to the East Baton Rouge Parish EmployBR, beginning with the date indicated on the "Notice To Proceed", for Parish of East Baton Rouge as specified.

1.1 Background

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled worker needed to compete in the global economy. Every year the key programs that form the pillars of WIOA help tens of millions of job seekers connector to good jobs and acquire the necessary skills and credentials needed to obtain them, and in addition, assists current workers with moving up in their organizations and furthering career opportunities. The enactment of WIOA provides an opportunity for reforms to ensure the one-stop delivery system is job-driven, responsive to the needs of employers and equipped with the right staff and processes in order to prepare job seekers for jobs that are available now and in the future.

This RFP was created in response to the [2014 WIOA legislation](#) describe above. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory partners include WIOA Adult, Dislocated Worker and Youth Programs; Wagner-Peyser services; Adult Basic Education; Vocational Rehabilitation; and others specific in the Act. Prospective proposers are strongly encourages to read [Training and Employment Guidance Letter 0415](#) issued by the U.S. Department of Labor that outlines the vision for the one-stop system under WIOA.

The spirit of WIOA legislation emphasizes collaboration and the belief that we can accomplish more if we work together to serve participants. Of particular focus in the legislation are the following three key driving messages:

- a. Local employer and job seeker needs drive workforce solutions and service delivery.
- b. Continuous improvement is critical to providing excellent customer service.
- c. The workforce system supports strong regional economies and plays an active role in community and workforce development.

A. The WIOA system is built around six key principles.

- 1) Alignment of Services: Integrating multiple employment and training programs through the one- stop delivery system will simplify and expand services for job seekers and employers. WIOA supports the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and highquality workforce development system. Local partners will play a key role in policy development that is customized to meet the needs of the community.
- 2) Universal Access: Through the one-stop system, every customer will have access to a set of core employment-related services. WIOA emphasizes the need to increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.

- 3) *Relevant and Responsive Programs*: WIOA highlights the need to improve the quality and labor market relevancy of community, state and national employment and training programs in efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages; and to provide employers with the skilled workers the employers need to succeed in the global economy. This principle requires local workforce boards to focus on in-demand industry sectors and occupations, including alternative pathways to employment, on- the-job training, internships, and apprenticeships in order to effectively close the skills gap.
- 4) *Integrated Service Delivery*: The legislation promotes improvement in the structure and delivery of services to better address the employment and skill needs of workers, job seekers and employers. Service delivery should be seamless, easy, coordinated and accessible across multiple partners and populations.
- 5) *Continuous Improvement*: Promoting improvement in the structure and delivery of services to increase the prosperity of workers and employers.
- 6) *Local Oversight*: Local boards, with involvement from the private sector, will be responsible for program planning and oversight of the local system.

Funding for WIOA is provided through USDOL/ETA which uses statutory formulas to determine the amount of grant funds each state (or outlying area) receives. These funds are sent to each state. Louisiana Workforce Commission, Office of Workforce Development distributes the funds to each of the 15 Local Workforce Development Areas based on federal formulas.

B. Local Workforce Development Area 21 (LWDA 21)

In the state of Louisiana, LWDA 21 is one of fifteen (15) Local Workforce Areas. It includes the City of Baton Rouge and the Parish of East Baton Rouge. LWDA 21 is in Region 2 with LWDA 20 which consists of the following parishes: Ascension, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, Tangipahoa, Washington, West Baton Rouge, and West Feliciana.

The Mayor-President serves as the Chief Elected Official (CEO) and has been granted WIOA designation by the Governor of Louisiana. The Baton Rouge Government is the fiscal agent for this federal program. The CEO has appointed twenty-three (23) business and public members to function as the LWDA 21 for the purpose of providing strategic guidance and oversight of the workforce development system for the area. The mission of LWDA 21 is to promote and develop a workforce system that is responsive to the needs of business and job seekers resulting in increased economic prosperity in the region and the State. Its oversight responsibility includes designation of the local One-Stop Operator, location and certification of the One-Stop Centers, designation of Title I Adult, Dislocated Worker, Youth and Business Services providers, selection and monitoring of workforce development service providers and leading integrated service delivery efforts, creating policies, and setting local performance standards.

LWDA 21's regional plan (https://www2.laworks.net/Downloads/WFD/LWDP/Region_2_Plan.pdf) presents a vision that is aligned with the State's vision of a workforce system designed to provide pathways to sustained employment opportunities for all Louisianans. Individuals who are receiving public assistance, the unemployed or underemployed, those who are deficient in basic skills, as well as persons with disabilities, including disabled veterans, and others with barriers to employment are the targeted population. These individuals should have access to education, training, and supportive services needed to prepare for secure, high-demand occupations that pay family-sustaining wages. Further, LWDA 21 agrees with the Louisiana Workforce Investment Council's (State Workforce Board) support for the development of an employer-led, demand-driven workforce system based on occupational forecasts in which training, education, and services for job-seekers prepare LWDA 21 residents and other Louisiana residents for high wage, high-demand career opportunities within the state.

C. Local Workforce Development Area Regional/Local Plans

Both WIOA and the regulations can be accessed on the U.S. Department of Labor's site (<http://www.doleta.gov/WIOA>). LWDA 21 has developed a [Regional Plan](#) that contains significant information about the integration of partners at the One-Stop Center, as well as labor market information about the area. Since this information is readily available to proposers, it will not be repeated in this RFP.

D. LWDA 21 EMPLOY BR and Affiliated Sites (American Job Center)

LWDA 21s Workforce Development System brings together a wide variety of Federal, State and local program partners, integrates the provision of their services, and provides a full-range of assistance to job seekers and employers currently at EMPLOY BR. Examples of the services provided at EMPLOY BR and affiliated sites include:

- Job-search and job-placement assistance
- Access to computers, internet, fax machines and printers for job search purposes
- Access to job listings
- Labor market information
- Assistance in preparing resumes
- Comprehensive assessment of job skills, abilities, aptitudes and needs
- Career coaching
- Workshops on topics such as interviewing skills, networking, work skill upgrades
- Case management
- Pre-vocational services
- Information on Unemployment Insurance
- Individual employment plans
- Referrals to training, education and related supportive services
- Outreach and recruitment for Business Services

EMPLOY BR currently has a center located at:

4523 Plank Road
Baton Rouge, LA 70805
(225) 358-4514

EMPLOY BR site hours for the public are: 8:00am - 5:00pm Monday, Tuesday, Wednesday and Friday. Public hours for Thursday are 8:00am -2:00pm.

Thursday, from 2:00pm to 5:00pm the centers are closed to the public to allow for staff development and training opportunities.

Under WIOA, mandated LWDA21 Workforce Development System partners include the following (Section 121 (b) (1)):

- WIOA Title I programs (Core partner)
- Wagner-Peyser programs (Core partner)
- Adult Education and Literacy programs (Core partner)
- Rehabilitation Act programs (Core partner)
- Older Americans Act programs
- Perkins postsecondary vocational education activities
- Trade Adjustment Assistance and NAFTA-TAA programs
- Veterans Employment and Training
- Community Service Block Grant employment and training activities
- HUD employment and training activities
- Unemployment compensation programs
- Temporary Assistance for Needy Families (TANF)
- Job Corps

1.1.1 Purpose

The City of Baton Rouge/Parish of East Baton Rouge ("City-Parish") is soliciting sealed proposals from qualified vendors to establish a contract through competitive negotiation to ensure seamless delivery of partner services in the One-Stop Centers for EmployBR in East Baton Rouge Parish.

The vision of EmployBR is aligned with the State's vision of a workforce system that will provide pathways to sustained employment opportunities for all Louisianans. Individuals who are receiving public assistance, the unemployed or underemployed, those who are deficient in basic skills, as well as persons with disabilities, including disabled veterans and others with barriers to employment will be the target populations. All should have access to education, training, and supportive services needed to prepare for secure, high-demand occupations that pay family-sustaining wages. The role of the OneStop Operator requires coordination of the core and mandatory partners in the One-Stop Center as well as at two affiliated sites.

The City-Parish is looking for a reputable, qualified, creative, eligible entity with experience and knowledge of the Workforce Innovation and Opportunity Act (WIOA), partnership development, operations management, staff development, outreach and recruitment, and representing the Parish in a professional and responsible manner. The City-Parish is seeking bold, creative proposals that will focus on operating EmployBR in an inclusive and efficient manner that supports effective service delivery through integration of services with Adult, Youth, and Dislocated Workers (Title I), Adult Basic Education (Title II), Wagner-Peyser (Title III), division of Vocational Rehabilitation (Title VI), Department of Social and Health Services, and Temporary Assistance to Needy Families (TANF), as well as other agencies and community partners. The primary performance outcome for this procurement is to ensure that the Parish meets federal performance measures based around skills gains, employment, and credentialing.

A. Strategic Alignment

LWDB 21's strategic plan emphasizes employer engagement, targeted workforce investments, and stronger alignment among partner organizations. The one-stop system serves as the central point of integration for workforce, education, and economic development services, meeting the needs of two primary customers: job seekers and employers.

The One-Stop Operator (OSO) is responsible for coordinating and supporting partner activities to ensure a seamless, customer-centered experience. Multiple workforce services—funded through various federal, state, and local programs—operate within this system and must function cohesively.

To fulfill LWDB 21's vision of an integrated, high-performing workforce system, the OSO must:

- Demonstrate inspirational and professional leadership
- Communicate effectively across diverse audiences
- Adapt quickly to evolving system needs
- Support and cultivate a fully integrated EmployBR and affiliate site network
- Commit to strong, collaborative partnerships
- Advance LWDB 21's strategic priorities, ensuring the system is equipped to meet the needs of local job seekers and employers
-

B. Required Services

1. Facilities, Equipment, and Operations Management

The OSO shall:

- Ensure all equipment (computers, printers, copiers, fax machines) is functional, properly maintained, and securely managed
- Maintain operational readiness of resource rooms and common areas
- Support safe, accessible, and ADA-compliant environments
- Coordinate general operational logistics among partners at EmployBR and affiliate locations

2. EmployBR and Affiliate Sites – Service Delivery Coordination

The Operator will coordinate daily operations to ensure seamless service delivery across all partner programs. Responsibilities include:

- Ensuring integrated, coordinated delivery of partner services to all one-stop customers
- Developing and maintaining a formal referral process, including:
 - Minimum referral standards
 - Required follow-up timeframes
 - Documentation of referral outcomes
- Managing partner calendars to ensure workshops, orientations, and partner activities are timely, non-duplicative, and well-organized
- Ensuring technology and assistive tools remain current and functional
- Supporting operations and service alignment at affiliate sites

3. Memorandum of Understanding (MOU) and Cost Allocation Plan

In collaboration with LWDB 21, the OSO shall:

- Assist in the development, maintenance, and annual update of the MOU and Cost Allocation Plan
- Monitor and confirm that partner contributions are equitable, transparent, and in compliance with WIOA requirements
- Facilitate communication with partners regarding shared costs and infrastructure requirements

4. Staff Training and Professional Development (training must occur quarterly at minimum)

The OSO will:

- Develop, schedule, and communicate training opportunities for staff in areas such as leadership, customer service, public speaking, workforce development practices, and other skill needs identified
- Coordinate cross-training and monthly program updates to ensure partners understand each other's services, referral processes, and program requirements
- Support continuous improvement through training evaluations, follow-up, and skill-building initiatives
-

5. Outreach and Recruitment

Under the guidance of LWDB 21, the OSO will:

- Promote EMPLOY BR and partner services at workforce and community events across LWDB 21/Region 2
- Support targeted outreach to job seekers, employers, and community partners
- Ensure all marketing materials comply with WIOA branding requirements, including use of: "American Job Center" or "A proud partner of the American Job Center network" (WIOA Sec. 121(e)(4))

6. Additional One-Stop Operator Responsibilities

The OSO must:

- Serve as a system liaison to community organizations, employers, and partner agencies
- Demonstrate working knowledge of all partner missions, services, and performance expectations
- Conduct ongoing customer and staff satisfaction surveys for continuous improvement
- Prepare and submit monthly and quarterly reports to the LWDB 21 WIOA Chief Administrator, including:
 - Operational updates
 - Referral and customer flow data
 - Performance accountability progress
 - Continuous improvement actions
- Submit an annual summary report and strategic plan outlining priorities and system enhancement goals for the upcoming contract year

1.1.2 Goals and Objectives

The City-Parish is looking for a reputable, qualified, creative, eligible entity with experience and knowledge of the Workforce Innovation and Opportunity Act (WIOA), partnership development, operations management, staff development, outreach and recruitment, and representing the Parish in a professional and responsible manner. The City-Parish is seeking bold, creative proposals that will focus on operating EmployBR in an inclusive and efficient manner that supports effective service delivery through integration of services with Adult, Youth, and Dislocated Workers (Title I), Adult Basic Education (Title II), Wagner-Peyser (Title III), division of Vocational Rehabilitation (Title VI), Department of Social and Health Services, and Temporary Assistance to Needy Families (TANF), as well as other agencies and community partners. The primary performance outcome for this procurement is to ensure that the Parish meets federal performance measures based around skills gains, employment, and credentialing.

1.2 Definitions

SHALL - The term “**SHALL**” denotes mandatory requirements.

MUST - The term “**MUST**” denotes mandatory requirements.

MAY - The term “may” denotes an advisory or permissible action.

SHOULD - The term “should” denotes desirable.

Contractor - Any person having a contract with a governmental body.

Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or another establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

State - The State of Louisiana.

Department – Mayor’s Office of Homeland Security and Emergency Preparedness (MOHSEP).

Director - Director of Purchasing.

City-Parish - City of Baton Rouge-Parish of East Baton Rouge.

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.

American Job Center: - The WIOA final regulations promote increased public identification of the one-stop delivery system through the use of a common identifier across the nation. "American Job Center" is designated as the common identifier for the one-stop delivery system. Incorporating use of either the "American Job Center" title or the associated tag line "proud partner of the American Job Center network" into their branding is required.

Chief Elected Official (CEO): - The chief elected executive officer of a unit of more than one unit of general local government, the individual designated under the agreement described in section 107(c)(1)(B).

ETA, DOL: - Employment and Training Administration, the part of Department of Labor with direct responsibility for WIOA programs.

Local Workforce Development Area" - A single parish or multiple parishes designated by the Governor that receives an allotment under Sec. 127(b) or 132(b), with considerations consisting of the extent to which the areas - (i) are consistent with labor market areas in the State; (ii) are consistent with regional economic development areas in the State; and (iii) have available the Federal and non-Federal resources necessary to effectively administer activities under subtitle B and other applicable provisions of this Act, including whether the areas have the appropriate education and training providers, such as institutions of higher education and area career and technical education schools.

Local Workforce Innovation Board [formerly Local Workforce Investment Board]: - A group of business, workforce, governmental, and community leaders established, and certified by the Governor, to carry out the functions described in Sec. 107(d).

One-Stop Center: - As described in Section 121(e)(2), a facility where the six core programs (Title I Adult, Dislocated Worker, Youth programs, Title I Vocational Rehabilitation Program, Adult Ed, and Wagner Peyser) as well as other required and optional partners identified in WIOA provide access to information and services, along with service providers, to job seekers and businesses.

One-Stop Operator: - The term "One-Stop Operator" means one or more entities designated or certified under Section 121(d) (WIOA Public Law No. 113-128).

One-Stop Partner: - Any entity described at a) Section 121(b) (1); or b) Section 121(b) (2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system. WIOA specifies that sixteen (16) required program partners deliver career services, employment and training services through the one-stop delivery system and in the one-stop centers. All required partners **MUST** make career services applicable to the partner's programs available to participants through the one-stop delivery system. All required partners **MUST** contribute funds to maintain the one-stop delivery system. Each partner is required to pay a capped share of the infrastructure costs for the comprehensive one-stop centers. The required partners **MUST** also enter into a memorandum of understanding (MOU) with the Local Board relating to the operation and funding of the one-stop system that meets the requirements of WIOA and participate in the operation of the one-stop system consistent with the terms of the MOU and requirements of authorizing laws.

One-Stop System: - The network of workforce products and services that meets business and jobseeker needs in whatever manner and location is most effective and convenient for the customer. Customers can choose to use the system's products and services in different ways. They may call a toll-free number or connect through a personal computer at home or in a neighborhood library. They may receive individualized assistance in a community-based agency, an educational institution, or a one-stop career center.

USDOL: (United States Department of Labor) - The federal department (agency) that regulates and funds state workforce activities under the Workforce Innovation and Opportunity Act (WIOA).

Workforce Development System: - A system that makes available core programs under WIOA, other required one-stop partner programs under WIOA, and any other programs providing employment and training, education or economic development services as identified by a State board or local board.

1.3 Schedule of Events

This is the proposed schedule and is subjected to change.

<i>Proposed Schedule</i>	
Proposal Issued	April 22, 2026
Proposal Due	May 19, 2026
Notice of Down Selection	May 25, 2026
Award Contract	June 25, 2016
Contract Effective	July 1, 2026

NOTE: The City-Parish reserves the right to deviate from these dates.

COMPETITION INTENDED

It is the Parish's intent that this Request for Proposal (RFP) permits competition. It **SHALL** be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, **MUST** be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The Parish will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation **SHALL** be answered by issue of written addenda to the solicitation. It **SHALL** be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing.

Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.1 for this RFP contact)

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

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

Proposal Name: WIOA One-Stop Operator for EmployBR
Solicitation No: 2026-02-4610
Proposal Opening Date & Time: May 15, 2026, 2pm CST

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

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

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

Or mailed to:

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

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's opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES, IF PROVIDED, SHALL NOT BE READ.

1.5 Proposal Response Format

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

In order to be considered for selection, offerors **MUST** submit a complete response to this RFP. One (1) original and three (3) copies of each proposal along with an electronic copy of the proposal on CD or thumb drive either in Microsoft Word or PDF format **MUST** be submitted to the Parish as a complete sealed proposal. Should the proposal contain proprietary information, provide one (1) redacted hard copy and one (1) redacted electronic copy of the proposal and attachments with proprietary portions removed or blacked out. These copies should be clearly marked "Redacted Copy" on the front cover and in the file name. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The City-Parish **SHALL** not be responsible for the Contractor's failure to exclude proprietary information from any redacted copy, whether hard copy or electronic.

No other distribution of the proposal **SHALL** be made by the offeror.

- a. Proposals **SHALL** be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals which are substantially incomplete, or lack key information may be rejected by the Parish. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

- d. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the authority required in accordance with Louisiana law. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

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

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to 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.
- A declarative statement as to whether the Submitter or any member of the Submitter's Team has an open dispute with the City or Parish or is involved in any litigation associated with work in progress or completed in to the private and public sector during the past five (5) years.

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

C. Proposer Qualifications and Experience: History and background of Proposer with related services to government entities, inside the state and outside, financial strength and stability, existing customer satisfaction, demonstrated volume of merchants, etc.

D. RFP Compliance: Illustrating and describing compliance with the RFP requirements.

E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.

F. Project Strategy: Detailed strategy and implementation plan for All Hazards Mitigation Outreach Initiative. This strategy is to include implementation actions, timelines, responsible parties, etc.

G. Financial Proposal: Proposer's fees and other costs, if any shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

- H. Organizational Structure:** The Submitter's Organizational Structure Section of the Proposal should include:
- The Submitter's Organizational Chart either graphically or in narrative format. The Organizational Chart and narrative should provide a description of the Submitters' views on how it will organizationally complete the scope of the proposed contract, as well as depict the relationships and reporting structure of its key personnel.
 - The names of proposed personnel for each major function on the chart.
 - Details of the qualifications of proposed personnel for each major function on the chart.
 - Noting that following completion of negotiations with the City/Parish, the Submitter may not change any of the key members, without the written consent of the City/Parish.
 - **Team Qualifications:**
 - Submitters must provide that it has the personnel with experience, capabilities, and expertise in:
 - Contracts of similar scope.
 - Any and all other matters that will establish ability to perform the scope of work and meet the evaluation criteria of this RFP.
- I. Prior Contracts:** Submitter shall provide a list of the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed by the consultant. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the contract fee; (d) the current status of the project; and (e) the estimated completion date of the contract.
- J. RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- K. Project Schedule:** Detailed schedule of implementation plan for preliminary work and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- L. Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.
- M. Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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

If performing its evaluation of proposals, the City-Parish reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

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

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

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

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

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

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

<https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest user=self req>

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

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

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed Original response (clearly marked "ORIGINAL") response. Three (3) additional copies of the proposal should be provided (clearly marked "COPY"), as well as one (1) redacted copy (clearly marked "REDACTED"), if applicable (See Section 1.6. A USB flash drive must also be provided.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response shall 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 is 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 his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

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

City of Baton Rouge-Parish of East Baton Rouge reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other City-Parish agencies or organizations for the sole purpose of assisting City of Baton Rouge-Parish of East Baton Rouge in its evaluation of the proposal. City of Baton Rouge-Parish of East Baton Rouge 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 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the solicitation 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 accepted thereafter.

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

Any person who wishes to protest the provisions contained in this RFP shall submit questions or concerns in writing to Director of Purchasing during the proposal period. Otherwise, silence will be construed as acceptance by all proposers that the RFP is clear and that competitive proposals may be submitted as specified herein. Protests regarding the RFP documents will not be considered after proposals are opened.

*Note: City of Baton Rouge-Parish of East Baton Rouge has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate email 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 dates. The City of Baton Rouge-Parish of East Baton Rouge also posts to Central Bidding (<http://www.centralauctionhouse.com>) however, bid submissions cannot be made through Central Bidding for RFPs.

No negotiations, decisions, or actions shall be executed by any proposer 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.

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 of Baton Rouge-Parish of East Baton Rouge. Answers to questions that change or substantially clarify the solicitations shall be issued by

addendum and provided to all perspective proposers.

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

Email: RFP6210OneStopOperator@brla.gov

225-389-3259

1.8 Errors and Omissions in Proposal

City of Baton Rouge-Parish of East Baton Rouge 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: City of Baton Rouge-Parish of East Baton Rouge reserves the right to make corrections or clarifications due to administrative informalities identified in proposals by City of Baton Rouge-Parish of East Baton Rouge or the Proposer. City of Baton Rouge-Parish of East Baton Rouge, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Changes, Addenda, Withdrawals

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

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

1.10 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.

1.11 Material in the RFP

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

1.12 Waiver of Administrative Informalities

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

1.13 Proposal Rejection

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

If a proposer fails to submit any non-mandatory information requested, the City-Parish may request submission of such information from the proposer or assign a lower score to a proposer.

1.14 Ownership of Proposal

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

1.15 Cost of Offer Preparation

City of Baton Rouge-Parish of East Baton Rouge 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, preparing for oral presentations, if any, 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 City of Baton Rouge-Parish of East Baton Rouge.

1.16 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).

1.17 Taxes

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

1.18 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, City of Baton Rouge-Parish of East Baton Rouge reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.19 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. City of Baton Rouge-Parish of East Baton Rouge 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.

1.20. Corporation Requirements

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

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

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

1.21 Use of Subcontractors

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

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are 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.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.22 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. City of Baton Rouge-Parish of East Baton Rouge reserves the right to enter into an Agreement without further discussion of the proposal submitted based solely on the proposals submitted.

Any commitments or representations made by a proposer 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's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.23 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.

1.24 Evaluation and Selection (see Part V Evaluation)

1.25 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 and Metropolitan Council.

1.26 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal beyond submission

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

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.. The terms 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 based on the evaluation committee's review and recommendation. The City-Parish intends to award to a single Proposer.

1.27 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and approval of the contract award by the Metropolitan 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, 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.

1.28 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-389- 3259 or email to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

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

1.29 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment E). 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.

1.30 Subcontractor Insurance

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

1.31 Contract Provisions

If a contract results from this RFP, the contract shall include, but not be limited to, the following terms and provisions. Submission of a proposal without noting any objections or exceptions to these provisions shall be deemed as an acceptance of these terms by the proposer.

1.32 Indemnification

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 connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City- Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

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

1.33 Payment for Services

The City-Parish shall pay Contractor in accordance with the provisions of the compensation section of the Contract Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

When billing the City-Parish for Project and Grant Management with Administrative Services, the successful Proposer will be required to provide the portion of the total fee related to the costs of the M&A of all federal and state grants. This data is necessary for purposes of properly charging grant programs for their portion of the audit costs and allocation of our indirect cost plan.

1.34 Termination of this Contract for Cause

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the City-Parish and all payments required to be made to the Contractor have been made; but this contract may be terminated under any or all of the following conditions:

- By mutual agreement and consent of the parties hereto.
- By City-Parish as a consequence of the failure of the Contractor to comply with the terms, progress or
- Quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
- By either party upon failure of the other party to fulfill its obligations as set forth in the contract.

- By satisfactory completion of all services and obligations described herein.
- By the City-Parish by giving thirty (30) days prior written notice to the Contractor in writing and paying for all previously completed work.
- By City-Parish due to withdrawal of Federal funding for the project.

If termination is made by the City-Parish under condition 5 after work has started, the Contractor will be paid for all detailed costs incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

The City-Parish may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and conditions of the Contract; provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

1.35 Termination of this Contract for Convenience

The City-Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

1.36 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.

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature.

If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.37 Assignment

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

1.38 No Guarantee of Quantities

The quantities, if any, referenced in the RFP are estimates. In the event a greater or lesser quantity is needed, the City-Parish reserves the right to increase or decrease the amount at the unit price stated in the proposal.

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

1.39 Audit of Records

It is hereby agreed that the East Baton Rouge Parish Mayor-President and Departments of City-Parish government, Parish Attorney and designees, the Louisiana Division of Administration, GOHSEP, the Legislative Auditor of the State of Louisiana, DHS, FEMA, Office of Inspector General (State and DHS), DHS/FEMA monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice. Contractor shall maintain all records and accounts for a period of a minimum of five (5) years from the date of FEMA closeout.

1.40 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by 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.

1.41 Record Retention

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

1.42 Record Ownership

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

1.43 Content of Contract/Order of Precedence

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

1.44 Contract Changes

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

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

1.45 End of Contract Transition

Upon termination, regardless of the reason for or type of termination, the Contractor agrees to transfer to the party designated by the State, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with the State and any new contractor during the transition of the contract to a new contractor. Upon request by the State, the Contractor shall provide all State information maintained by the Contractor in a time frame approved by the State Risk Claims Manager. Information provided via tape or other electronic transfer shall be in a format approved by the State Risk Claims Manager and shall include but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.

1.46 Substitution of Personnel

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

1.47 Governing Law

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

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

Venue of any action brought with regard to this Contract shall be in Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.48 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 contact 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.

1.49 Proposer's Certification of OMB A-133 Compliance

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

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

PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is outlined in Attachment A.

2.2 Period of Agreement

The initial term of any contract resulting from this solicitation shall begin on or about January 1, 2026, and shall be for the services provided in the years 2026 through 2028.

2.3 Price Schedule

List all pricing/cost details in a schedule format on the Budget Proposal Summary, Proposal Application | Detailed Budget, Travel Expenditures, and Other Expenditures pages.

Prices submitted shall be firm for the term of the contract and inclusive of all charges the contractor wishes the City-Parish to consider for proposed services.

2.4 Deliverables

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

2.5 Location

The proposed services are required at multiple locations throughout the City of Baton Rouge / Parish of East Baton Rouge.

PART III. PERFORMANCE STANDARDS

Proposals should be as thorough and detailed as possible so that the Parish may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

3.1 METHODOLOGY - SPECIFIC PLAN

Provide a description of methodology of the offeror's design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including:

- What, when and how the service will be performed.
- Description of current systems in place that will support the services described in this RFP.
- Describe how the contractor's responsibilities will be fulfilled including detailed descriptions of the technology, systems, plans and procedures that will support the contractor's responsibilities.
- Preliminary work plan including: 1) description of the phases or segments into which the proposed programs can logically be divided and performed 2) a detailed description of the transition and start up plan including the total time needed for the transition period and 3) schedule for the various phases of the transition to the Offeror.
- Any alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Services" and "Contractor's Responsibilities" sections.
- Any services provided by the Offeror that are not covered by the RFP, but would assist the Parish in enhancing its obligations or providing improved customer service. Include examples of these services.

3.2 EXPERIENCE

A written narrative statement to include:

- Describe your agency's vision, mission, staffing and service expertise, services provided, current customer base, funding sources, and funding stability.
- Describe how this proposal relates to your organization's goals and to LWDA 21's strategic plan goals.
- Describe your organization's and staff's experience related to one-stop operations and your organization's capacity to carry out your proposed Operator services.

- Describe your experience in implementing systems and/or processes similar to workforce development activities. What were they, how were they implemented, and how did you measure their success?
- Describe the qualifications for staffing the One-Stop Operator. If staff has already been selected for this project, provide name, experience, and qualifications including related knowledge, skills, and abilities of the person who will perform the duties of the One-Stop Operator. Include a resume and/or a one-page narrative of the current or planned staff qualifications.
- Resumes for specific staff that have been selected
- Describe all experience you have related to the Workforce Investment Act/Workforce Innovation and Opportunity Act (WIA/WIOA) or other Federal or State programs and legislation.
- Describe your experience in delivering similar programs or services.
- Provide a detailed summary of similar experience with data and references.

PART IV. PRICING

PROPOSED PRICE

The WIOA Adult, Youth and Dislocated Worker Program has funding available to support the Operator is for Program Year 2026-2029. The federal government allocates WIOA Adult, Youth and Dislocated Worker Program funds annually each spring.

Anticipated Agreement Period: July 1, 2026 – June 30, 2027

Terms of Contract: The initial term of this contract is anticipated to be twelve (12) months, then renewable annually for two (2) additional years.

- **Optional Renewal One: July 1, 2027 – June 30, 2028**
- **Optional Renewal Two: July 1, 2028 – June 30, 2029**

ADDITIONAL INFORMATION

This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Add the additional information requested above for all references listed.
- List of pending or resolved lawsuits.
- List of any terminated contracts.

PART V. EVALUATION AND AWARD

This section is in two parts. The first part, "Evaluation Criteria," explains how the proposals will be evaluated. The second part is the "Award of Contract" clause that states how the award will be made. Proposals SHALL be evaluated using the following criteria:

Evaluation Criteria	Maximum Category Points	Proposer's Points Awarded
<u>Organizational Experience and Past Performance</u>	20	
-Compatibility between proposing agency's mission and LWDA 21 goals		
-Administrative experience and capacity		
-Experience managing facilities, technology, staff training, marketing and negotiations for resource sharing among partners		
-Experience in implementing systems and/or processes		
<u>Relationships and Collaboration</u>	10	
-Evidence of credible and realistic partnerships		
-Previous experience and effective partnerships with EmployBR or the American Job Center Network		
-Collaboration with Wagner Peyser (State), Adult Education, Vocational		
-Rehabilitation, community College, and other mandated WIOA partners		
<u>Operator Plans / Program Approach</u>	50	
-Leadership, creativity, flexibility, and innovation		
-Experience operating one-stop centers, and/or affiliate sites		
-Creativity in developing MoUs/Cost Allocation Plan for the one-stop delivery system		
-Expertise in procuring, securing, and managing technology		
-Professional development of staff		
-Plan for developing creative and effective outreach strategies for EmployBR		
Performance measurement process and systems to evaluate effectiveness		
<u>Operator Plan Budget</u>	20	
-Costs that are reasonable, plausible, fully justified, and competitive		
-Plan's feasibility		
-Comparison to all other proposals		
	100	

AWARD OF CONTRACT:

The selection process **SHALL** be as per LA RS 38:2211 for the procurement of non-professional services. Selection **SHALL** be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations **SHALL** then be conducted with each of the offerors so selected. Price **SHALL** be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Parish Executive or Purchasing Agent **SHALL** select the offeror which in their opinion has made the best proposal and **SHALL** award the contract to that offeror. Should the Parish Executive or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

MBE/SBE/WBE Initiative Participation by Certified Small Entrepreneurships/DBE Initiative

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

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

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

Written notification is the preferred method to inform Small, Minority and Women-owned businesses potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Small". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

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

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

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

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

PERFORMANCE MEASURES

The following charts are the current program measures for Program Year 2024 (July 1, 2024 to June 30, 24).

Rolling 4 Quarters PY2024- Performance Outcomes				
WIOA INDICATORS	Negotiated Goal	90% of Goal	LWDA 21 Results	Num/Den
ADULT				
Number Served (Participants)			186	
Number Exited (Participants)			243	
Employment Rate 2nd Quarter After Exit	69.9%	62.9%	75.4%	82/99
Employment Rate 4th Quarter After Exit	70.7%	63.6%	66.7%	106/159
Median Earnings 2nd Quarter After Exit	\$6,655	\$5,990	\$6,231	
Credential Attainment	71.0%	63.9%	75.3%	81/89
Measurable Skill Gains	66.8%	60.1%	85.6%	65/77
DISLOCATED WORKER				
Number Exited (Participants)			52	
Number Served (Participants)			32	
Employment Rate 2nd Quarter After Exit	70.5%	63.5%	67.4%	4/6
Employment Rate 4th Quarter After Exit	68.0%	61.2%	75.9%	10/22
Median Earnings 2nd Quarter After Exit	\$7,100	\$6,390	\$7,875	
Credential Attainment	78.0%	70.2%	81.8%	13/14
Measurable Skill Gains	71.6%	64.4%	87.0%	5/9
YOUTH				
Number Exited (Participants)			200	
Number Served (Participants)			125	
Employment Rate 2nd Quarter After Exit	68.4%	61.6%	70.6%	18/23
Employment Rate 4th Quarter After Exit	69.9%	62.9%	78.6%	11/16
Median Earnings 2nd Quarter After Exit	\$3,071	\$2,764	\$2,489	
Credential Attainment	60.5%	54.5%	62.9%	6/7
Measurable Skill Gains	48.6%	43.7%	45.3%	7/43
WAGNER-PEYSER				
Number Exited (Participants)			2355	
Number Served (Participants)			2286	
Employment Rate 2nd Quarter After Exit			68.7%	
Employment Rate 4th Quarter After Exit			69.6%	
Median Earnings 2nd Quarter After Exit			\$7,500	

Number Served (Participants and Reportable Individuals): Individuals served between 07/01/2024 through 06/30/2025

Number Exited (Participants): Served Individuals who exited between 04/01/2024 through 03/31/2025

Employment Rate 2nd Quarter After Exit: Rate of employment for exiters between 07/01/2023 through 06/30/2024

Employment Rate 4th Quarter After Exit: Rate of employment for exiters between 001/01/2023 through 12/31/2023

Median Earnings 2nd Quarter After Exit: Median earnings by exiters between 07/01/2023 through 06/30/2024

Credential Attainment Rate: Rate of credentials attained by exiters between 01/01/2023 through 12/31/2023

Measurable Skill Gains: Rate of measurable skill gains between 07/01/2024 through 06/30/2025

Did not Meet Goal
Met the Negotiated
Exceeds the Negotiated
No
Participants

PART VI. COST AND PRICING

BUDGET PROPOSAL SUMMARY

Please Submit An ANNUAL Budget Proposal (12 Month Period).

COST

Summary Grant Award Cost Proposed:

*Programmatic Costs	\$ _____	
**Administrative Cost (≤ 10%)	\$ _____	In-Kind
Contribution	\$ _____	
TOTAL COST	\$ _____	

****Subtract administrative cost from total programmatic cost.***

*****Administrative Costs **MUST** not exceed 10% of the **One-Stop Operator Contract Total Funding**. Administrative Costs: Services that are provided that assist with the day-to-day administrative functions of the program but are not directly related to the program activities, i.e., Strategic Planning. The In-Kind Contribution will consist of administrative costs and will not be included in the calculated total grant request.***

PROPOSAL APPLICATION | DETAILED BUDGET

Check your budget to ensure that all calculations are correct; provide amounts to the nearest whole dollar.

WIOA One-Stop Operator

Position	Salary / Hourly Rate	Months / Weeks	WIOA Contribution	Match Contribution	Total
WIOA One-Stop Operator	\$		\$	\$	\$

OTHER STAFF COSTS:

Salaries:

Position	Salary / Hourly Rate	Months / Weeks	WIOA Contribution	Match Contribution	Total
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
Salaries Subtotal				\$	\$

Salary/Hourly Rate x Length of Employment (Months/Weeks) x (% WIOA) = Total Allocated for Position

Provide descriptions of all positions and attach an approved salary schedule as applicable.

Fringe Benefits

- FICA
- Unemployment
- Worker Comp
- Medical
- Other

Fringe Benefits Subtotal \$ _____

STAFF COST TOTAL	\$ _____
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TRAVEL EXPENDITURES

Travel Costs: 72.5 cents per mile (limit for staff)

Travel by staff person	Number of miles	WIOA Contribution	Match Contribution	Total Calculated Cost
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Sub-Total Cost		\$	\$	\$
		TRAVEL COSTS TOTAL \$ _____		

Other Travel Costs:

Conference travel by # of staff person/s	Per trip cost	WIOA Contribution	Match Contribution	Total trip Cost
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Sub Total Cost		\$	\$	\$
		ALL OTHER TRAVEL TOTAL \$ _____		

OTHER EXPENDITURES

Equipment/Materials/Supplies

	WIOA Contribution \$	Match Contribution	Total Cost
Item			
Office Supplies		\$	\$
Materials	\$	\$	\$
Equipment	\$	\$	\$
OTHER	\$	\$	\$
Grand Totals	\$	\$	\$

Include itemized list of all materials and supplies that will be purchased in the budget narrative.

EQUIPMENT/MATERIALS/SUPPLIES COST TOTAL	\$ _____
WIOA TITLE I FUNDING REQUEST TOTAL	\$ _____
MATCH FUNDING TOTAL	\$ _____
PROJECT BUDGET (WIOA & OTHER SOURCES) TOTAL	\$ _____

Restrictions on Amounts Requested:

All funding is contingent upon the availability of federal funding, authorization of program activities, and federal and state legislative actions.

Budget narrative Guidelines: Give a full, detailed explanation of budget items. The Budget Narrative is a required part of Attachment A.

Proposal Budget Summary

	WIOA Funds	Matching Funds	Total	Notes
EXPENDITURES:				
Total Salaries				
Total Fringe Benefits				
Total Travel				
Total Equipment/Materials/Supplies				
Grand Total				

PART VII. GENERAL TERMS AND CONDITIONS

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the City-Parish will be used in product literature or advertising. The contractor **SHALL** not state in any of its advertising or product literature that the City-Parish has purchased or uses any of its products or services, and the contractor **SHALL** not include the City-Parish in any client list in advertising and promotional materials, unless the contractor has been given written permission by a Parish representative who is authorized to sign on behalf of the Parish.
- B.** Official Bid Documents are available at Central Bidding (www.centralbidding.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. Bids **SHALL** be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division.
- C.** The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete bids, (including non- acknowledgement of issued addenda or the use of substitute forms or documents, will subject the bid to rejection on non-responsiveness grounds.
- D.** Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC resides on State Purchasing's website at <https://www.cfpd.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self- enrollment.
- E.** In that LaPAC 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, 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.
- F. ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, **SHALL** be given via a posting of written notice on the Purchasing webpage at <http://city.brla.gov/dept/purchase/bidresults.asp>
- G. ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City-Parish all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the City-Parish under said contract
- H. APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, **SHALL** in all aspects be governed by the laws of the State of Louisiana, notwithstanding conflicts of law's provisions and any litigation with respect thereto **SHALL** be brought in the courts of Louisiana. The Parish and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the City-Parish Purchasing Manual. The contractor **SHALL** comply with all applicable federal, state and local laws, rules and regulations.
- I. ASSIGNMENT OF CONTRACT:** A contract **SHALL** not be assignable by the contractor in whole or in part without the written consent of the Parish.
- J. AUTHORITY TO TRANSACT BUSINESS:** In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies **MUST** be in good standing with the Louisiana Secretary of State at the time of execution of the contract
- K. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Parish **SHALL** be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- L. CANCELLATION OF CONTRACT:** The Parish may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor **SHALL** be compensated for services and work performed prior to termination.

M. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification **SHALL** be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Parish may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor **SHALL** comply with the notice upon receipt.
3. The contractor **SHALL** be compensated for any additional costs incurred as the result of such order and **SHALL** give the Parish a credit for any savings. Said compensation **SHALL** be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Parish's right to audit the contractor's records and/or to determine the correct number of units independently; or By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup **SHALL** be used for determining a decrease in price as the result of savings realized. The contractor **SHALL** present the Parish with all vouchers and records of expenses incurred and savings realized. The Parish **SHALL** have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision **MUST** be asserted by written notice to the Parish within thirty (30) days from the date of receipt of the written order from the Parish. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance **SHALL** be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract **SHALL** excuse the contractor from promptly complying with the changes ordered by the Parish or with the performance of the contract generally.

N. CLARIFICATION OF TERMS: The Parish will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications **SHALL** be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) days prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process.

Any contact with any Parish representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- O. COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices SHALL be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties SHALL be considered a collusive Offeror. The Parish may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section SHALL prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- P. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Parish's written consent and only in accordance with federal and state law. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Parish of any breach or suspected breach in the security of such information. Contractors SHALL allow the Parish to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- Q. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the Parish to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, MUST be submitted along with the Contractor's offer. Under no circumstances SHALL the Parish be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the Parish's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the Parish's needs, and the Contractor SHALL not condition its performance or delivery upon any such agreement by the Parish.
- R. CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, SHALL be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim SHALL be given at the time of the occurrence or beginning of the work upon which the claim is based. The Parish has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the Parish's Purchasing Office. 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.

- S. DEBARMENT STATUS:** Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
 - A contract award **MUST** not be made to parties listed on the government wide 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.
- T. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Parish, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy SHALL be in addition to any other remedies which the Parish may have.
- U. DRUG-FREE WORKPLACE:** Pursuant to La. Admin. Code tit. 22 § I-207, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and(iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- V.** For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. ETHICS IN PUBLIC CONTRACTING:** The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics **SHALL** be grounds for disqualification of bid or cancellation of contract.
- X. FORM W-9 REQUIRED:** Each offeror **SHALL** submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irspdf/fw9.pdf>.
- Y. HEADINGS:** Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- Z. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City-Parish, the Contractor certifies that the Contractor does not, and **SHALL** not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986

- AA. INCLEMENT WEATHER/CLOSURE OF PARISH OFFICES:** If the City-Parish is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- BB. INDEMNIFICATION:** Contractor hereby assumes, and **SHALL** defend, indemnify and save the Parish and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the Parish and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, Parish officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder. Pursuant to Louisiana law, the Parish of East Baton Rouge, Louisiana may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- CC. INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the City of Baton Rouge, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- DD. NON-DISCRIMINATION:** The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation
- EE.** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, **SHALL** state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation **SHALL** be deemed sufficient for the purpose of meeting these requirements. The contractor will include the provisions of No. I above in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

- FF.** NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor **SHALL** not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Parish has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faithbased organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faithbased organization from which the individual receives or would receive the goods, services, or disbursements, the public body **SHALL** offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- GG.** NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City-Parish does not discriminate against faith-based organizations. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right 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 agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- HH.** OFFER ACCEPTANCE: Bids or Proposals (Offers) **MUST** be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- II.** ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the Parish's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website. New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-SelfService-Registration-Guide-PDF> before beginning the registration process which may be accessed at [https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-ServiceRegistration-Guide- PDF](https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-ServiceRegistration-Guide-PDF)
- JJ.** OSHA STANDARDS: All contractors and subcontractors performing services for the Parish are required and **SHALL** comply with all Occupational Safety and Health Administration (OSHA), State and Parish Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors **SHALL** be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- KK.** OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the Parish to the Contractor belong to the Parish, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and **SHALL** not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the Parish hereunder is specifically authorized in writing by the Parish in advance.
- LL.** All documents or electronic media prepared by or on behalf of the Contractor for the Parish are the sole property of the Parish, free of any retention rights of the Contractor.

- MM.** The Contractor hereby grants to the Parish an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents. In the event of termination of the contract for any reason, all accounts **SHALL** be returned to the Parish in a format requested by the Parish.
- NN.** The Parish **SHALL** promptly pay for completed delivered goods or services by the required payment date. The required payment date **SHALL** be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 30 days after the receipt of an invoice for goods or services, the Parish **SHALL** notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Parish fails to make payment by the required payment date, the Parish **SHALL** pay any finance charges assessed by the supplier that **SHALL** not exceed one percent per month. In cases where payment is made by mail, the date of postmark **SHALL** be deemed to be the date payment is made.
- OO.** Individual contractors **SHALL** provide their social security numbers, and proprietorships, partnerships, and corporations **SHALL** provide the Parish with a federal employer identification number, prior to receiving any payment from the Parish.
- PP.** Invoices for items ordered, delivered and accepted **SHALL** be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices **SHALL** show the Parish contract number and/or purchase order number.
- QQ.** All goods or services provided under this contract or purchase order, that are to be paid for with public funds, **SHALL** be billed by the contractor at the contract price, regardless of which Parish department is being billed.
- RR.** To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - b. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Parish for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- SS.** To notify the Parish and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- TT.** The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Parish, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Parish.
- UU. PERMITS AND FEES:** All offers submitted **SHALL** have included in price, the cost of any business or professional licenses, permits or fees required by the City-Parish or the State of Louisiana. The offeror **MUST** have all necessary licenses to perform the services in the state and, if practicing as a corporation, be authorized to do business in Louisiana.
- VV. PRECEDENCE OF TERMS:** The following General Terms and Conditions: applicable laws and courts, antidiscrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of parish form and terms and conditions, clarification of terms, payment **SHALL** apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions **SHALL** apply.

- WW. PUBLIC INSPECTION OF CERTAIN RECORDS:** Except as otherwise provided, and in accordance with Louisiana Code, all proceedings, records, contracts and other public records relating to the Parish's procurement transactions **SHALL** be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Louisiana Freedom of Information Ac. Any offeror, upon request, **SHALL** be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the Parish decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records **SHALL** be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction **SHALL** not be subject, but only if the offeror (i) invokes the protections of Louisiana Code prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" **SHALL** not be sufficient to invoke the protections referenced above. *brla.gov/531/Public-Records*
- XX. QUALIFICATIONS OF OFFERORS:** The Parish may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror **SHALL** furnish to the Parish all such information and data for this purpose as may be requested. The Parish reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Parish further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Parish that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- YY. RIGHT TO ACCEPT OR REJECT OFFERS:** The Parish reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality **SHALL** be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- ZZ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the City-Parish to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the Parish's procurement activities. Toward that end the City- Parish encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement **SHALL** be made available.
- AAA. TAXES:** The Parish is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Parish's tax-exempt status will be furnished by the City-Parish upon request. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c).
- BBB. TESTING AND INSPECTION:** The Parish reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- CCC. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Parish, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, **SHALL** be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Parish to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation.
- DDD.** Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.
- EEE.** The terms and conditions set forth above within this solicitation **SHALL** be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

PART VIII. SPECIFIC TERMS AND CONDITIONS

ADDITIONAL SITES: The City-Parish reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

AUDIT & RECORDS ACCESS: The contractor **SHALL** retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City-Parish, whichever is sooner. The agency, its authorized agents, and/or the Parish of East Baton Rouge **SHALL** have full access to and the right to examine any of said materials during the said period. Notwithstanding the foregoing, in the event that this Agreement constitutes a contract as defined in Section 1861(v)(I) of the Social Security Act, in effect as of the date of this Agreement or as may be amended thereafter, each Party agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, that it **SHALL** make available upon written request of the Secretary of Health and Human Services or the Controller General of the United States or any of their authorized representatives, this Agreement and any and all books, documents and records of such Party that are necessary to verify the nature and extent of the fees paid by the Parish pursuant to the terms of this Agreement.

AWARD TO MULTIPLE OFFERORS: The City-Parish reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The City-Parish reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City-Parish also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

COOPERATIVE CONTRACTING: This procurement is being conducted by City-Parish in accordance with the provisions of Louisiana R.S. 38:2212.1. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor **SHALL** deal directly with any public body it authorizes to use the contract. The City-Parish, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event **SHALL** the Parish, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Parish contract. The City-Parish assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

RENEWAL OF CONTRACT: Contract **SHALL** be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases **SHALL** be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made **SHALL** be the prices in effect during the contract term prior to the proposed term.

METHOD OF PAYMENT: The Contractor should submit its invoice for the services performed for the Parish during the previous month, less any refunds paid out by the Parish in the previous month, on or before the 15th day of the following month. For example: the April 15th invoice would include fees based on a percent of the March collections less the March refunds paid out.

ATTACHMENT B PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

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

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 PROPOSAL MUST COMPLETE THIS FORM

ATTACHMENT C
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 of _____, 20____ and was attended by a quorum of the members of the Board of Directors

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

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

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

I, _____ hereby certify that I am the Secretary of,

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

This _____ day of _____, 20____

SECRETARY

**ATTACHMENT D
AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally came and appeared _____ who, being duly sworn did depose and say: That he is a duly authorized representative of _____ receiving value for services rendered in connection with:

WIOA One-Stop Operator for EmployBR

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC

ATTACHMENT E

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

A. General Liability Insurance

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

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

B. Automobile Liability Insurance

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

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

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

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

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

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

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

H. The Certificate Holder should be shown as:

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

ATTACHMENT F DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant **SHALL** attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT G LOBBYING FORM

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned **SHALL** complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned **SHALL** require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients **SHALL** certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification **SHALL** be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name of Certifying Official Signature

Date

*In these instances, "all," in the Final Rule is expected to be clarified to show it applies to covered contract/grant transactions over \$1,000,000 (per OMB)

**ATTACHMENT H
CONFLICT OF INTEREST FORM**

**Louisiana Certificate Regarding Conflict of
WIOA One-Stop Operator for EmployBR**

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none **SHALL** acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Contractor further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient **SHALL** neither solicit no accept gratuities, favors or anything of monetary value from contractors, or parties to sub agreements.

Signature Date

Typed Name and Title of Authorized Representative

ATTACHMENT I RESOURCE MATERIALS

Resource materials relating to Workforce Innovation Opportunity Act that may aid in preparing the Request for Proposals response are available on the internet at the following sites:

Louisiana WIOA Combined State Plan

https://www.laworks.net/Downloads/WIOA/WIOA_State_Plan_2026_Draft.pdf

United State Department of Labor: WIOA Website

<https://www.doleta.gov/wioa/>

Training and Employment Guidance Letters (TEGL)

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=645

[5 TEGL 08-15: Operating Guidance for WIOA](#)

[TEGL 19-14: Vision for the Workforce System and Initial Implementation of](#)

[WIOA TEN 1-15: Promising Practices in Achieving Universal Access and Equal](#)

[Opportunity TEGL 37-14: Complying with Nondiscrimination Requirements](#)

ATTACHMENT J

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 Eligible Business Enterprise ("EBEs"). The term EBE shall have the meaning set forth in the City-Parish's Socially and Economically Disadvantaged Business Enterprise Certification Program.

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

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

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

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

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

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

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

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

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

Appendix A

SEDBE Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 1

EBE Responsiveness Form

INSTRUCTIONS

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

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

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

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

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

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

Form 1 SEDB Responsiveness Form

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____ %

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

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

If total SEDB participation is less than the goal, refer to the Good Faith Efforts section of the instruction and attach a Form 2 and all other necessary documentation. Firms must be SEDB certified with authorized agent of the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division to count towards the goal.

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Form 2
Good Faith Efforts

INSTRUCTIONS:

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

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

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

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

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

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

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

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

**Form 3
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)

ATTACHMENT K

2 CFR Requirement Small Minority and Women's Businesses

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

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

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

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

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

ATTACHMENT L

H2B WORKFORCE REQUIREMENTS

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

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.
- Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.

ATTACHMENT M
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
FEDERAL CLAUSES, IF APPLICABLE

Non-Federal entity- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub recipient.

federally assisted construction contract - any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government **funding agreement** - agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

The Contractor/Vendor/Subrecipient receiving funding under a Federal award, SHALL comply with all applicable contract provisions as prescribed in Appendix H to Part 200.

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, **MUST** address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 6/20/2018 the simplified acquisition threshold is **\$250,000.00**.

All contracts in excess of **\$10,000.00 MUST** address **termination for cause** and for **convenience** by the nonFederal entity.

If a Federal award meets the definition of a "funding agreement**" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business 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.

ATTACHMENT N

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) 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.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation, gender identity, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph 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 n, 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.

DAVIS-BACON ACT

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** 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.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 37013708)

- (1) 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.
- (2) 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 Therefore, **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.

- (3) 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.
- (4) 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.

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT

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.

- (1) 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.
- (2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the MOHSEP and understands and agrees that the MOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.
- (3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT & SUSPENSION

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

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

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer 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.

BYRD ANTI-LOBBYING ACT

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 CFR. §200.322)

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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 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 (0, 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 (2C.F.R. § 200.322)

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.

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

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

WITNESSES: _____

CONTRACTOR

By:

(Authorized Signature,)

Date:

ATTACHMENT O
U. S. DEPARTMENT OF THE TREASURY CORONAVIRUS
LOCAL FISCAL RECOVERY FUND CONTRACTOR
TERMS AND CONDITIONS

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

*Bidders **MUST** agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.*

Use of Funds.

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Reporting. CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

Maintenance of and Access to Records.

- a. CONTRACTOR **SHALL** maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, **SHALL** have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
- c. Records **SHALL** be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

Administrative Costs. CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

Cost Sharing. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

Conflicts of Interest. CONTRACTOR understands and agrees it **MUST** maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS **MUST** disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR **SHALL** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **SHALL** apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - i. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. §

200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments SHALL be subject to recoupment as provided in section 603(e) of the Act.

Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

Debts Owed the Federal Government.

a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR **SHALL** constitute a debt to the federal government.

b. Any debts determined to be owed the federal government **MUST** be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

Protections for Whistleblowers.

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

- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR SHALL inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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

Cost Sharing. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

Conflicts of Interest. CONTRACTOR understands and agrees it **MUST** maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS **MUST** disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations.

- d. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR **SHALL** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- e. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, SHALL apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - ii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- f. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of CONTRACTOR’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. §

200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments SHALL be subject to recoupment as provided in section 603(e) of the Act.

Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

Debts Owed the Federal Government.

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

Disclaimer.

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

Protections for Whistleblowers.

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

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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

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

WITNESSES: _____

CONTRACTOR

By:

(Authorized Signature)

ATTACHMENT P 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)