

REQUEST FOR QUALIFICATIONS

2026-2029

GENERAL CONTRACTOR POOL FOR COMMUNITY DEVELOPMENT GRANT PROGRAMS



Solicitation No: 2026-04-6110
Qualifications Opening Date: July 27, 2026
Qualifications Opening Time: 2:00 pm CST

KEY REMINDERS TO PROSPECTIVE SUBMITTERS

- **Read the solicitation in its entirety.**
- **Contact the designated purchasing official only.**
- **Take advantage of the question-and-answer period.**
- **Attend the mandatory preproposal conference.**
- **Provide complete answers and descriptions.**
- **Review the RFQ and your qualifications submittal before submitting.**
- **Submit your qualifications submittal on time, before the deadline.**
- **Sign (by authorized signatory) in designated place on Attachment B Qualifications Form.**
- **Retain a copy of your completed submittal packet for your files.**

2026-2029
GENERAL CONTRACTOR POOL FOR
COMMUNITY DEVELOPMENT GRANT PROGRAMS
TABLE OF CONTENTS

PART I ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background.....	1
1.1.1	Purpose.....	1
1.1.2	Goals and Objectives.....	1
1.2	Definitions.....	2
1.3	Schedule of Events.....	2
1.4	Qualifications Submittal.....	2
1.4.1	RFQ Announcement.....	3
1.5	Qualifications Response Format.....	4
1.5.1	Number of Response Copies.....	7
1.5.2	Legibility / Clarity.....	7
1.6	Confidential Information, Trade Secrets, and Proprietary Information.....	7
1.7	Proposal Clarifications Prior to Submittal.....	9
1.7.1	Proposer Inquiry Periods.....	9
1.8	Errors and Omissions in Proposal.....	10
1.9	Changes, Addenda, Withdrawals.....	10
1.10	Withdrawal of Proposal.....	10
1.11	Material in the RFQ.....	11
1.12	Waiver of Administrative Informalities.....	11
1.13	Proposal Rejection.....	11
1.14	Ownership of Proposal.....	11
1.15	Cost of Offer Preparation.....	11
1.16	Nonnegotiable Contract Terms.....	11
1.17	Taxes.....	11
1.18	Proposal Validity.....	12
1.19	Prime Contractor Responsibilities.....	12
1.19.1	Corporation Requirements.....	12
1.20	Use of Subcontractors.....	12
1.21	Written of Oral Discussions/Presentations.....	13
1.22	Acceptance of Proposal Content.....	13
1.23	Evaluation and Selection.....	13
1.24	Contract Negotiations.....	13
1.25	Contract Award and Execution.....	13
1.26	Notice of Intent to Award.....	14
1.27	Debriefings.....	14
1.28	Insurance Requirement.....	14
1.29	Subcontractor Insurance.....	14

**2026-2029
GENERAL CONTRACTOR POOL FOR
COMMUNITY DEVELOPMENT GRANT PROGRAMS
TABLE OF CONTENTS**

(continued)

1.30	Contract Provisions.....	15
1.30.1	Indemnification.....	15
1.30.2	Payment for Services.....	15
1.30.3	Termination of this Contract for Cause.....	15
1.30.4	Termination of this Contract for Convenience.....	16
1.30.5	Termination for Lack of Appropriated Funds.....	16
1.30.6	Assignment.....	17
1.30.7	No Guarantee of Quantities.....	17
1.30.8	Audit of Records.....	17
1.30.9	Civil Rights Compliance.....	17
1.30.10	Record Retention.....	18
1.30.11	Record Ownership.....	18
1.30.12	Content of Contract / Order of Precedence.....	18
1.30.13	Contract Changes.....	18
1.30.14	End of Contract Transition.....	18
1.30.15	Substitution of Personnel.....	19
1.31	Location.....	19
1.32	Governing Law.....	19
1.33	Claims or Controversies.....	19
1.34	Submitter's Certification of OMB A-133 Compliance.....	20

PART II EVALUATION

2.1	Threshold Evaluation.....	21
2.2	Qualifications Evaluation.....	21
2.3	Program Specific Qualifications Evaluation.....	22

PART III CONTRACTOR FORM / SCOPE OF SERVICES

ATTACHMENT A – CONTRACTOR FORM.....	23
ATTACHMENT A – SCOPE OF SERVICES.....	24
Home Renovation Program.....	24
Commercial Corridor Façade Improvement Program.....	25
New Construction.....	25
ATTACHMENT B – QUALIFICATIONS FORM.....	28

PART IV OTHER DOCUMENTATION

ATTACHMENT C – INSURANCE REQUIREMENTS.....	30
ATTACHMENT D – SAMPLE CONTRACT.....	31
ATTACHMENT E – STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS...	36
ATTACHMENT F – COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS.....	43
ATTACHMENT G - FAIR CHANCE ORDINANCE.....	54
ATTACHMENT H - H2B WORKFORCE REQUIREMENTS.....	55
ATTACHMENT I - 2 CFR Requirement Small Minority and Women's Businesses.....	56
ATTACHMENT J - PROPOSER'S ORGANICATION.....	57
ATTACHMENT K - CORPORATE RESOLUTION.....	58
ATTACHMENT L – AFFFIDAVIT.....	59
ATTACHMENT M - SEDB FORMS AND PROCEDURES.....	60

REQUEST FOR QUALIFICATIONS for 2026-2029 GENERAL CONTRACTOR POOL FOR COMMUNITY DEVELOPMENT GRANT PROGRAMS

PART I. ADMINISTRATIVE AND GENERAL

1.1. Background

The intent of the **2026-2029 GENERAL CONTRACTOR POOL FOR COMMUNITY DEVELOPMENT GRANT PROGRAMS** Request for Qualifications (“RFQ”) is to pre-qualify residential and commercial contractors to bid on construction projects which are administered through the Mayor’s Office of Community Development.

These projects are funded through Housing and Urban Development’s (HUD) HOME, CDBG-DR, CDBG programs, the general fund, and other potential funding sources for community development purposes. All work will be performed in East Baton Rouge Parish, with an emphasis on low-to-moderate income areas ([EBR LMI Map](#)).

The purpose of this notice is to solicit qualifications from general contractors with residential and commercial licenses for home renovation, commercial façade improvement, and new development projects. EBR Parish seeks to select a minimum of 15 qualified contractors to participate in this pool; however, based on the number of qualified responses, this number **may** increase or decrease. Contractors **may** be assigned work based on capability, availability, reasonable costs, contractor service area, and staff expertise.

1.1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain qualifications as allowed by City of Baton Rouge, Parish of East Baton Rouge governing statutes, ordinances, resolutions and policies from bona fide, qualified Submitters who are interested in providing services for the 2026-2029 GENERAL CONTRACTOR POOL FOR COMMUNITY DEVELOPMENT GRANT PROGRAMS.

1.1.2 Goals and Objectives

The City-Parish seeks to identify qualified contractors with demonstrated experience, skills, and capacity to deliver high-quality construction services in a timely and HUD-compliant manner. The selected contractors will support the implementation of programs designed to improve housing quality, enhance neighborhood conditions, and promote safe and sustainable development within the community.

1.2. Definitions

Shall- The term “**shall**” denotes mandatory requirements.

Must - The terms “**must**” denotes mandatory requirements.

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

Should - The term “**should**” denote 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 Community Development.

Director - Director of Purchasing.

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

Discussions - For the purposes of this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Submitters who submit qualifications in response to this RFQ.

1.3. Schedule of Events

Item	Anticipated Schedule
1st Publishing RFQ	6/18/2026
2nd Publishing RFQ	6/25/2026
3rd Publishing RFQ	7/2/2026
Mandatory Preproposal Meeting	7/8/2026
Deadline to Receive Written Inquiries	7/14/2026
Deadline to Answer Written Inquiries	7/20/2026
Qualification Submission Deadline	7/27/2026
Notice of Acceptance to Contractor Pool	8/5/2026

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

NOTE: The mandatory preproposal meeting is scheduled for July 8, 2026 at 2:00 pm. at 222 St. Louis Street, Baton Rouge, LA 70802 in Room 804.

The contractor pool list is expected to commence immediately from Notice of Acceptance.

Work will commence as sites are enrolled in the Commercial Corridor Façade Improvement, Home Renovation, and potential new construction.

The contractor pool will expire at the end of the 3-year term.

1.4. Qualifications Submittal

This RFQ is available in PDF format or in printed form by submitting a written request to the RFQ Contact. (See section 1.7.1 Proposer Inquiry Period).

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:

Qualifications Submission Name: 2026-2029 GENERAL CONTRACTOR POOL FOR
COMMUNITY DEVELOPMENT GRANT PROGRAMS
Solicitation No: 2026-04-6110
Qualifications Opening Date & Time: July 27, 2026, 2pm CST

Submitters are hereby advised that the **U. S. Postal Service does not make deliveries to our physical location.** Submissions **must** be received in the physical address of Purchasing Division by deadline.

Submissions **may** be delivered by hand or courier service between 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then **may** be delivered by hand on the following business day 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
Attention: Dexter Stewart**

Submitters 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 submitter's chosen means of qualifications submittal delivery. Submitters are solely responsible for the timely delivery of their qualifications submittal. Failure to meet the RFQ's opening date and time **shall** result in rejection of the submission.

Submitters will familiarize themselves with and will comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

RFQ SUBMISSIONS SHALL BE OPENED PUBLICLY AND ONLY SUBMITTERS SUBMITTING QUALIFICATIONS SHALL BE IDENTIFIED ALOUD. PRICES, IF PROVIDED, SHALL NOT BE READ.

1.4.1 RFQ Announcements

The EBR 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 is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the EBR Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

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 EBR Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

1.5. Qualifications Response Format

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

- A. Cover Letter:** Containing summary of submitting company's ability to perform the services described in the RFQ and confirms that submitter is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the qualifications submittal, the submitter certifies compliance with the authority required in accordance with Louisiana law. The person signing the qualifications submittal **must** be:
- A current corporate officer, partnership member, or other individual specifically authorized to submit an RFQ response 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.

The cover letter **should** also:

- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the submitting company to contractually obligate the Submitter;
- 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 statement acknowledging that the submitter has read and understands the RFQ and agrees to all the conditions, requirements, and terms stated in the RFQ.
- 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 the private and public sector during the past five (5) years.

B. Contractor Form: See Attachment A

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

D. Secretary of State documents: proof of "Active" and "In Good Standing" status.

E. Proof of Sam.gov Active Registration

F. Safety Plan and waste disposal practices

G. References: Provide letters of recommendation from **three (3) clients** for which the firm provided services like the ones described in this RFQ. Include how many projects completed with each reference. Provide contact information (name, position, telephone number, and email) of persons that the City **may** contact to verify performance.

H. Veteran's Initiative, and Hudson Initiative participation, SEDBE, MBE, WBE: Participation in these programs is encouraged but not required. Preference is given for program participants. See scoring rubric.

Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurs (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 Entrepreneurs (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 online through the Department of Economic Development at: <https://smallbiz.louisianaeconomicdevelopment.com>.

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 RFQ's requiring the compliance of a good faith subcontracting plan, the City-Parish **may** require Submitters to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of qualification review. Agreements between a Submitter 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 Submitters **shall** be prohibited.

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

If a contract is awarded to a Submitter 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 entrepreneurships **may** be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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_reg

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

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

Socially and Economically Disadvantaged Business Enterprise – SEDBE

The SEDBE Small Business program was established to assist underserved, underutilized, and disadvantaged businesses with gaining greater access to procurement opportunities and resources to build competitively viable and sustainable businesses in and for the City-Parish. The directory to certified SEDBE vendors can be accessed here: <https://brla.gob2g.com/>.

All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available online through the Department of Economic Development at: <https://www.brla.gov/2901/Socially-and-Economically-SEDBE-Business>.

- I. **Statement of Qualifications and Experience (maximum 15 pages):** Statements of Qualifications more than 15 pages **may** not be reviewed or scored. EBR reserves the right to reject qualifications that do not comply with formatting requirements. Information provided in the Statement of Qualifications **should** demonstrate the firm's experience and ability as lead firm to complete quality projects within a reasonable timeframe and budget. Submitters are encouraged to review **Part II Evaluation** for scoring details. The Statement of Qualifications **should** provide, at a minimum, the following information:

- Company size, location, available resources
- Availability: State the firm's soonest availability to start projects after acceptance into the contractor pool.
- Management and supervisory team members and relevant background information including areas of expertise, training, licenses, years of service in their respective fields, and relevant project experience
- Work examples for the relevant project types for which you are submitting qualifications. For example: if you are not submitting for new construction, do not include new construction project history. Provide at least **three (3) examples of each relevant project type** including home renovation, façade improvements to commercial structures, and new housing construction completed within the last 10 years. Each example **should** include:
 - Project total costs
 - Start and completion dates
 - Scope of Services
 - Explanation of any change orders or cost overruns
 - If the project required bonding or not

- Your company's role as prime or subcontractor
- The funding source of the project (HUD, federal or state funds, private funds etc.)
- Include examples of working previous projects with **HUD funds, other federally funded projects, and other local government** projects when possible.
- Subconsultant qualifications and relevant project history
- For contractors submitting for New Construction provide a statement describing your firm's ability to obtain performance and payment bonds for projects of similar size and scope, including any prior experience with bonded projects.

1.5.1 Number of Response Copies

Each Submitter **shall** submit one (1) signed Original response (clearly marked "ORIGINAL") response. Five (5) additional copies of the qualifications submittal **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 RFQ in the formats requested is desirable with all questions answered in as much detail as practicable. The Submitter's response **shall** demonstrate an understanding of the requirements. Qualifications prepared simply and economically, providing a straightforward, concise description of the Submitter's ability to meet the requirements of the RFQ is also desired. Each Submitter is solely responsible for the accuracy and completeness of its qualification.

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 RFQ **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 RFQ is clear and that competitive proposals **may** be submitted as specified herein. Protests regarding the RFQ 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 RFQs.

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.

Inquiries concerning this solicitation **may** be delivered by mail, express courier, email, hand to:

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

Email: 6110GenContPool@brla.gov

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 RFQ at any time. City of Baton Rouge-Parish of East Baton Rouge also reserves the right to cancel or reissue the RFQ.

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 RFQ

Proposals **shall** be based only on the material contained in this RFQ. The RFQ 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 RFQ.

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 RFQ 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 RFQ 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 RFQ 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 Nonnegotiable 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.

1.19.1 Corporation Requirements

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

1.20 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 RFQ. This general requirement notwithstanding, Proposers **may** enter into subcontractor arrangements. Proposers **may** submit a proposal in response to this RFQ, 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 RFQ, 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.

1.21 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.

1.22 Acceptance of Proposal Content

The mandatory RFQ 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.

1.23 Evaluation and Selection (see Part II. Evaluation)

1.24 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 RFQ 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.

1.25 Contract Award and Execution

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

The RFQ, 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 RFQ. The proposer needs to address the specific language in the sample contract (Attachment D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents **may** be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

Award **shall** be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered based on the evaluation committee's review and recommendation. **26 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.

1.27 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 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.

1.28 Insurance Requirements

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

1.29 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.

1.30 Contract Provisions

If a contract results from this RFQ, 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.

1.30.1 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.

1.30.2 Payment for Services

If a contract results from this RFQ, 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 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.

1.30.3 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.

1.30.4 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.

1.30.5 Termination for Lack of Appropriated Funds

Should the RFQ 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.

1.30.6 Assignment

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

1.30.7 No Guarantee of Quantities

The quantities, if any, referenced in the RFQ 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.

1.30.8 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.

1.30.9 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.

1.30.10 Record Retention

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

1.30.11 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ 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.

1.30.12 Content of Contract/Order of Precedence

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

1.30.13 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ **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.

1.30.14 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.

1.30.15 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.

1.31 Location

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

1.32 Governing Law

All activities associated with this RFQ process **shall** be interpreted under applicable Louisiana Law. All qualifications submissions 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 RFQ.

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.

1.33 Claims or Controversies

Any Submitter 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 RFQ 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 Submitter 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.

1.34 Submitter's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any qualifications for \$100,000 or more, the Submitter 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. EVALUATION

The Evaluation Committee will review and score all responsive statements of qualification based on the criteria outlined below. Points will be awarded up to the maximum allocated for each category. Statements of qualifications will be evaluated based on the extent to which the respondent demonstrates relevant experience, technical capability, and overall capacity to successfully perform the work. **Only submitters meeting threshold requirements will be considered.**

2.1 Threshold Evaluation

Threshold	Pass/Fail
Is the company registered and in good standing with Secretary of State or have a Parish of Louisiana Occupation license, and able do business in the East Baton Rouge City-Parish?	
Is the company registered and in good standing with SAM.Gov?	
Contractor Form: Does the submitter have the required licenses to complete work for the selected programs?	

2.2 Qualifications Evaluation

	Points Possible	Score
Work Plan and Procedures		
Does the company demonstrate adequate safety practices and standards, as evidenced by their safety plan?	5	
Does the company's waste disposal practices comply with regulations?	5	
References		
Do the 3 letters of recommendation show previous experience with governmental agencies?	5	
Do the 3 letters of recommendation confirm timeliness of projects?	3	
How many projects did the contractor do for the reference? (1 project award 1 point, 2-5 projects award 2 points, 6-10 projects award 3 points, and over 10 projects award 5)	5	
SEDBE Vendors and/or MBE/WBE/Veteran Owned/Hudson Initiative		
Is the company registered as an SEDBE? 5 If no, will the company use SEDBE subcontractors? (3)	5	
Is the company a MBE/WBE/Veteran Owned/Hudson Initiative (5) If no, will the company use MBE/WBE/Veteran Owned/Hudson Initiative subcontractors (3)	5	
Experience		
Score the company's experience (select one): <ul style="list-style-type: none"> ○ Has experience working on HUD funded construction projects (15) ○ Has experience working on any other federal, state, or local government funded construction projects (10) ○ Has experience working on non-publicly funded but similar scope of work projects (5) 	15	
Presentation & Quality of Submittal		
Does the statement of qualifications fully address the RFQ requirements in a clear and organized manner?	5	
Qualifications Evaluation Subtotal Points	53	

2.3 Program Specific Qualifications Evaluation

Home Renovation Program	Points Possible	Score
Are the submitted example projects relevant in scope of work?	10	
Does the company demonstrate adequate staffing or subcontractor capacity to complete projects?	10	
Does the company demonstrate controlled use of change orders with clear justification?	10	
Does the respondent demonstrate the ability to mobilize and begin work within required timeframes?	5	
Home Renovation Program subtotal	35	
Grand total for Home Renovation Program (qualifications evaluation subtotal + program specific evaluation)	88	

Commercial Façade Improvement Program	Points Possible	Score
Are the submitted example projects relevant in scope of work?	10	
Does the company demonstrate adequate staffing or subcontractor capacity to complete projects?	10	
Does the company demonstrate controlled use of change orders with clear justification?	10	
Does the respondent demonstrate the ability to mobilize and begin work within required timeframes?	5	
Commercial Façade Improvement Program subtotal	35	
Grand total for Commercial Façade Improvement Program (qualifications evaluation subtotal + program specific evaluation)	88	

New Construction	Points Possible	Score
Are the submitted example projects relevant in scope of work?	10	
Does the company demonstrate adequate staffing or subcontractor capacity to complete projects?	10	
Does the company demonstrate controlled use of change orders with clear justification?	10	
Does the respondent demonstrate the ability to mobilize and begin work within required timeframes?	5	
Does the company show experience in obtaining bonding?	10	
New Construction Subtotal	45	
Grand total for New Construction Program (qualifications evaluation subtotal + program specific evaluation)	98	

The qualifications submittal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what **may** be inferred.

Written recommendation for award **shall** be made to Purchasing for the Submitters whose Qualifications, conforming to the RFQ, will be the most advantageous to the City-Parish.

ATTACHMENT A
Page 1 of 5
CONTRACTOR FORM

Which program are you submitting for?

Check all that apply.

- Home Renovation
- Commercial Façade Improvements
- New Construction

Contractor Qualifications

- Residential Contractor License/Certification #: _____
- Commercial Contractor License/Certification #: _____

Are there any other construction specialty services that you provide?

List service and license # if applicable

Do you provide lead hazard remediation services? List any lead related specialties or certifications.

ATTACHMENT A

Page 2 of 5

SCOPE OF SERVICES

The following lists showcase potentially needed services under the Home Renovation, Commercial Building Façade Improvement Program, and new construction. These are not exhaustive lists; specific project scopes will be defined individually and will not be presented in this RFQ.

Example project scopes **may** include:

Home Renovation Program

- Replacement of roof (30-year architectural shingles, synthetic roof felt, roof jacks, drip edge, and roof ventilation)
- Leaking or holes in the roof that cause interior damage and/or exposure to outside elements will be replaced
- Roofs that are deteriorated or whose structure poses a hazard will be replaced.
- Storm preparation and hazard tree removal
- Repairs to electrical required to meet code standards
 - Rewiring due to faulty wiring or home is not grounded
 - GFI outlets
 - Outlet switches and covers
 - Circuit breaker replacement
 - Meters/Mast
- Repairs to gas system required to meet code standards.
 - Replumbing lines
 - Replacing heaters
 - Capping unused lines
- Window replacement or repair. If windows expose the home to the outside elements, they will be replaced or repaired
- Replacement of exterior doors and weather-stripping. If doors expose the home to the outside elements, they will be replaced or repaired
- Siding replacement
- Installation of combination smoke detector/carbon monoxide detector. If the smoke detector/carbon monoxide detector is broken or the home does not have one, a new one will be installed.
- Individuals ADA additions or modifications, all handicap modifications or installations **must** be ADA compliant
 - If the home has a broken handicap ramp, it will be replaced or repaired. If the home does not have a handicap ramp and needs one, one will be installed
 - If the bathrooms are not accessible, they will be made handicap accessible by adding lower grab rails in tubs and showers, roll-in and curb-less showers, and shower chairs or benches
 - Open space underneath sinks in the kitchen and bathroom(s) for handicap accessibility.
 - Low storage space and countertops in the kitchen and bathroom(s)
 - ADA-compliant appliances
 - Accessible doorways
- Lead hazard reduction
 - Encapsulation
 - Enclosure
 - Removal and/or replacement
 - Environmental Protection Agency (EPA) standard for cleaning and disposal of all materials

ATTACHMENT A

Page 3 of 5

SCOPE OF SERVICES

Commercial Corridor Façade Improvement Program

- Window and door repair or replacements
- Architectural design and related services
- Exterior improvements such as paint, siding, brickwork, lighting
- Gutters and down spouts
- Trim treatments including awnings, shade mechanisms, and planter boxes
- Removal of access barriers for people with disabilities
- Exterior ADA accommodations
- Energy efficient affixed, attached, or painted signage
- Soffit and fascia
- Interior code violations

New Construction

- Design and architecture
- Permitting and approvals
- Site survey and preparation
- Foundation and concrete
- Framing and structural
- Exterior envelope
- Installation and drywall
- Interior finishing
- Landscaping and exterior work
- Project management

In addition, the Scope of Work could include but not limited to administrative functions, described below:

- Serving as a liaison between the homeowner and OCD
- Scheduling appointments with residents
- Updating OCD on client grievances
- Working with the homeowner directly to answer questions and review the approved scope, as necessary. Ensure the homeowner understands the entire scope of work, and sign that they understand and agree to the scope of work using OCD provided resident agreements
- Answering homeowner questions about work to be performed in a timely manner
- Mediating homeowner issues with project performance as detailed in the contract
- Providing homeowner with update about project progress
- Reporting challenges and request close out inspections from OCD, or its representatives
- Obtaining required permits and bonding
- Reviewing and signing contracts, scope of work agreements, and post-work inspection agreements
- Davis Bacon Act and Related Acts compliance and reporting
- Section 3 requirements
- Providing notice of completion of work for post-work inspection
- Scheduling appointments with OCD staff to review challenges or onsite needs for scope changes.
- Preparing and submitting requests for reimbursement to OCD, or its representatives. This could include preparing separate requests for each home as well as separate requests for lead remediation work done from home renovation work completed, as described in the Scope of Work provided on each home.

ATTACHMENT A

Page 4 of 5

SCOPE OF SERVICES

Contractors and subcontractors will be required to supply a one (1) year warranty for all work completed and materials provided. All materials **must** be new and of the best quality (or as specified), and the labor **shall** be performed by qualified workers in accordance with usual and customary standards and practices of the trade, unless otherwise specified in the scope of work.

Any services to be performed by the selected contractors will be subject to the supervision of the EBR Parish's Program Manager, or designee. The EBR Parish will provide an approved contractor with a scope of work and associated budget for scope as determined to be cost reasonable given market conditions. The approved vendor will have the opportunity to accept individual scopes and budgets or not. Contractors and Nonprofits **may** receive opportunities to accept agreements with different types of repairs or scopes based on their experience, qualifications, and licenses. For instance, only contractors certified in lead remediation will receive homes requiring lead remediation.

Upon completion of the home renovation, Commercial Building Façade improvements, new development, and/or other work performed under this solicitation, EBR Parish construction monitoring staff will provide an inspection and will either approve the work or require additional work if the work completed is unsatisfactory. Full payment will not be rendered if the work provided does not pass EBR Parish's inspection as "satisfactory."

ATTACHMENT A

Page 5 of 5

SCOPE OF SERVICES

Funding Estimates

Award amounts presented in this RFQ are strictly estimates and based on the available funding, and projected number of projects. Contractors **may** be selected for participation in one, two, or all three programs based on contractor experience, cost, and ability to satisfy required tasks. There is no minimum guaranteed amount of work to be issued to each selected contractor under this solicitation, and any continuing work **shall** be subject to satisfactory performance by each contractor on projects issued through the selected contractor pool.

Home Renovation

Funding for this program will vary year to year. Funding for the 2026 program year is currently estimated at \$500,000 total. Costs to renovate homes often range from \$10,000 to \$35,000 per home.

A contractor selected to carry out home renovation projects **may** be awarded a master contract not to exceed \$100,000 for this program year.

Commercial Corridor Façade Improvement Program

This program is in a pilot phase and **may** be refined over time, including adjustments to contractor selection methods and program delivery approach, to ensure compliance and improve efficiency. Currently we estimate completing 3-8 building facades each year depending on funding availability and project scope. Funding for this program in the 2026 program year is \$150,000 with awards ranging from \$10,000 to \$49,999 each.

A contractor selected to carry out commercial façade improvement projects **may** be awarded a master contract not to exceed \$49,999 for this program year.

New Construction

New construction will consist of new homes for low-to-moderate-income families and individuals. We estimate new development projects not to exceed \$200,000 per home.

A contractor selected to construct new developments **may** be awarded a master contract not to exceed \$200,000 for this program year.

Work Assignment

Work will be assigned on a project-by-project basis under a master contract or similar agreement with an established aggregate not-to-exceed amount. Contractors selected for the qualified pool **may** receive task orders, work assignments, or purchase orders issued pursuant to the overarching agreement, provided such work remains within the approved not-to-exceed amount and complies with all applicable procurement requirements.

The City-Parish **may**, at its discretion, solicit quotes, proposals, or bids from contractors within the qualified pool, or assign work based on cost reasonableness, contractor availability, past performance, and program-specific requirements. Selection into the contractor pool does not guarantee the award of any contracts or a minimum amount of work.

ATTACHMENT B

QUALIFICATIONS FORM

Sealed qualifications will be received until 2:00 PM, CST, July 27, 2026 by the Purchasing Division, 222 Saint Louis Street, Room 826, Baton Rouge, LA 70802. Immediately after 2:00 PM of the same day and date, qualifications will be publicly opened. NOTE: The only vendor information shared at the bid opening will be the reading of the names of those vendors who submitted bids.

QUALIFICATIONS OF _____

ADDRESS _____

DATE _____

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

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

**2026-2029 GENERAL CONTRACTOR POOL FOR
COMMUNITY DEVELOPMENT GRANT PROGRAMS**

Contract Documents:

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

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

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

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City- Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

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

(SIGNATURE)

(Typed Name and Title)

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

ATTACHMENT C

Insurance Requirements

Contractor and any subcontractor **shall** carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor **shall** not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates **must** have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements. **NOTE: These limits and requirements may change on solicitation 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 years after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	<u>Limits</u>
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	\$1,000,000 Each Accident (Minimum)
Employer's Liability	\$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

NOTE TO PROPOSERS: Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal. Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files

ATTACHMENT D

Sample Contract

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

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

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

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project **shall** be as per Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDER OF PRECEDENCE:

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

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

COMPLETE CONTRACT

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

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

WITNESSES:

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

By: City Parish Representative Signature

Title: City Parish Representative Title

Date: Date Signed

CONSULTANT

By: Consultant Signature

Consultant Typed / Printed Name

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

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

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH **may** exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH **shall** give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
 - a. CITY-PARISH **may** terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.
 - b. Upon termination for cause or convenience, the CONTRACTOR **shall** be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
 - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this **may** be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR **shall** be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation **shall** be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH **may** in its sole discretion:
 - a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Submitter from any amounts due to the CONTRACTOR; or
 - c) pursue and obtain any and all other available legal or equitable remedies.

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

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.

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

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

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

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

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

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

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which **may** require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
 - c. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - d. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as **may** be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - e. Subcontracts. The CONTRACTOR or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00 must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
 - b. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant

to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

- c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Debarment & Suspension.** A contract award **must** not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR **must** comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and **must** include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government **may** pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that **may** arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - e. The CONTRACTOR **shall** submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 **must** file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- a. The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award **shall** file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier **shall** also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR **must** comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216. Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs **shall** prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.
12. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties **should**, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section **must** be included in all subawards including all contracts and purchase orders for work or products under this award.
- a. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings,

occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

CONTRACTOR

_____ BY: _____
(*Authorized Signature, printed name*)

Date: _____

ATTACHMENT F

COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS

(2 C.F.R. § Pt. 200, App. II)

Definitions:

contractor - means an entity that receives a contract.

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 subrecipient.

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 for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

The Service Provider receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 and those associated with US Treasury State and Local Fiscal Recovery Fund terms and conditions.

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

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

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

2. **Period of Performance.** The period of performance for this award begins on the date hereof and will continue for a three year term.
3. **Reporting.** The Service Provider agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** The Service Provider **shall** maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, **shall** have the right of access to records (electronic and otherwise) of the Service Provider in order to conduct audits or other investigations.
5. Records **shall** be maintained by the Service Provider 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.
6. **Administrative Costs.** The Service Provider **may** use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Service Provider.
8. **Conflicts of Interest.** The Service Provider understands and agrees it **must** maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. The Service Provider and their subconsultants **must** disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a) The Service Provider agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Service Provider **shall** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b) Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury **may** determine are inapplicable to this Award and subject to such exceptions as **may** be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **shall** apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. *Governmentwide Requirements for Drug-Free Workplace*, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - viii. Generally applicable federal environmental laws and regulations.
 - c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; an
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of the Service Provider’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program

requirements, Treasury **may** impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments **shall** be subject to recoupment as provided in section 602(e) of the Act and any additional payments **may** be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. **Hatch Act.** The Service Provider agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** The Service Provider understands that making false statements or claims in connection with this award is a violation of federal law and **may** result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award **must** display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City-Parish of East Baton Rouge by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Service Provider (1) in excess of the amount to which the Service Provider is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Service Provider **shall** constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government **must** be paid promptly by the Service Provider. 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 Service Provider knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to the Service Provider or third persons for the actions of the Service Provider or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by the Service Provider does not in any way establish an agency relationship between the United States and the Service Provider.
16. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, the Service Provider **may** not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - (i) A member of Congress or a representative of a committee of Congress;
 - (ii) An Inspector General;
 - (iii) The Government Accountability Office;
 - (iv) A Treasury employee responsible for contract or grant oversight or management;
 - (v) An authorized official of the Department of Justice or other law enforcement agency;

- (vi) A court or grand jury; or
 - (vii) A management official or other employee of the Service Provider, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. The Service Provider **shall** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

- a. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider 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 Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Service Provider 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 Service Provider's legal duty to furnish information.
- d. The Service Provider 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 Service Provider's commitments under this section, and **shall** post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Service Provider's will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Service Provider's will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by

the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Service Provider'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 Service Provider **may** be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions **may** be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub or vendor. The Service Provider 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 Service Provider becomes involved in, or is threatened with, litigation with a sub or vendor as a result of such direction by the administering agency, The Service Provider **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 Service Providers, 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 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 Service Provider's, contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency **may** take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities **must** include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148). The Service Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, Contractors **must** be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors **must** be required to pay wages not less than once a week. The non-Federal entity **must** place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

The decision to award a contract or subcontract **must** be conditioned upon the acceptance of the wage determination. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. The contracts **must** also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

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

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

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Service Provider is required to verify that none of The Service Provider'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 Service Provider **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 Service Provider 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 the Service Provider 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 Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Service Provider **shall** submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

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

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

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

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

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs **shall** prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the **Service Provider** understands and agrees to the above Federal award provisions.

BY: _____
(Authorized Signature, printed name)

DATE: _____

ATTACHMENT G 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 (RFQ), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance shall not apply to any agreements executed before the effective date of this ordinance.

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

Date

Authorized Signature

Authorized Name (Printed)

ATTACHMENT H

H2B WORKFORCE REQUIREMENTS

H2B Workforce Requirements: If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

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

ATTACHMENT I

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 J PROPOSER'S ORGANIZATION

SUBMITTER 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 SHOULD 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 K
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 L
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:

**City Parish 2026-2029 GENERAL CONTRACTOR POOL FOR
COMMUNITY DEVELOPMENT GRANT PROGRAMS**

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 M

SEDBE FORMS AND PROCEDURES

SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor.

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

(B) REPORTING FORMS 1, 1A, AND 3: The following fully completed forms shall be furnished to the City-Parish on a monthly basis. The forms shall have all blank spaces filled in completely and correctly. These forms are as follows:

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

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

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

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

FORM 1
SEDBE 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 and participating SEDBE and non-SEDBE, 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 SEDBE or non-SEDBE. SEDBE-certified means to be certified by the EBRP Socially and Economically Disadvantaged Business Enterprise Program.

FORM 2
Good Faith Efforts INSTRUCTIONS:

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

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

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

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

**FORM 2
Good Faith Efforts**

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Supporting documentation of Good Faith Efforts attached (required)

**FORM 3
Contractor or Consultant Monthly SEDBE Report**

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

PRIME CONTRACTOR INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print Name: _____ Date: _____

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

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

Print Name: _____ Title: _____

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

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

FORM 4

Guidance for Removal and/or Substitution of a SEDB Firm

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

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

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