

REQUEST FOR PROPOSAL

LIBRARY PROFESSIONAL LANDSCAPING



Solicitation No: 2026-13-1200

Proposal Opening Date:

November 13, 2026

2:00 p.m. CST

City of Baton Rouge/Parish of East Baton Rouge

NOTE TO PROPOSERS:

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

TABLE OF CONTENTS

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background	Page 6
1.1.1 Purpose	Page 6
1.1.2 Goals and Objectives	Page 6
1.2 Definitions	Page 7
1.3 Schedule of Events	Page 8
1.4 Proposal Submittal	Page 8
1.5 Proposal Response Format	Page 10
1.5.1 Number of Response Copies	Page 12
1.5.2 Legibility/Clarity	Page 12
1.6 Confidential Information, Trade Secrets, Proprietary Information	Page 12
1.7 Proposal Clarifications Prior to Submittal	Page 13
1.7.1 Mandatory Preproposal Conference & Job Site Visits	Page 13
1.7.2 Proposer Inquiry Period	Page 14
1.8 Errors and Omissions in Proposal	Page 15
1.9 Proposal Guarantee NOT REQUIRED FOR THIS RFP	Page 15
1.10 Performance Bond NOT REQUIRED FOR THIS RFP	Page 15
1.11 Changes, Addenda, Withdrawals	Page 15
1.12 Withdrawal of Proposal	Page 15
1.13 Material in the RFP	Page 16
1.14 Waiver of Administrative Informalities	Page 16
1.15 Proposal Rejection	Page 16
1.16 Ownership of Proposal	Page 16
1.17 Cost of Offer Preparation	Page 16
1.18 Non-negotiable Contract Terms	Page 17
1.19 Taxes	Page 17
1.20 Proposal Validity	Page 17
1.21 Prime Contractor Responsibilities	Page 17
1.21.1 Corporation Requirements	Page 17
1.22 Use of Subcontractors	Page 19
1.23 Written or Oral Discussions/Presentations	Page 19
1.24 Acceptance of Proposal Content	Page 19
1.25 Evaluation and Selection	Page 19
1.26 Contract Negotiations	Page 19
1.27 Contract Award and Execution	Page 20
1.28 Notice of Intent to Award	Page 20
1.29 Right to Prohibit Award	Page 21
1.30 Debriefings	Page 21
1.31 Insurance Requirements	Page 21

PART 1. ADMINISTRATIVE AND GENERAL INFORMATION
(continued)

1.32 Subcontractor Insurance	Page 21
1.33 Indemnification	Page 21
1.34 Fidelity Bond Requirements NOT REQUIRED FOR THIS RFP	Page 22
1.35 Payment for Services	Page 22
1.36 Termination	Page 22
1.36.1 Termination of this Agreement for Cause	Page 22
1.36.2 Termination of this Agreement for Convenience	Page 22
1.36.3 Termination for Lack of Appropriated Funds	Page 23
1.37 Assignment	Page 23
1.38 No Guarantee of Quantities	Page 23
1.39 Audit of Records	Page 23
1.40 Civil Rights Compliance	Page 23
1.41 Record Retention	Page 24
1.42 Record Ownership	Page 24
1.43 Content of Contract/Order of Precedence	Page 24
1.44 Contract Changes	Page 24
1.45 Substitution of Personnel	Page 24
1.46 Governing Law	Page 25
1.47 Claims or Controversies	Page 25
1.48 Proposer's Certification of OMB A-133 Compliance	Page 26

PART II: SCOPE OF SERVICES

2.1 Scope of Services	Page 28
2.2 Period of Agreement	Page 28
2.3 Price Schedule	Page 28
2.4 Deliverables	Page 28
2.5 Proposal Elements	Page 28
2.5.1 Financial	Page 28
2.5.2 Qualifications	Page 29
2.5.3 Technical	Page 29

PART III: EVALUATION & SELECTION

3.1 Financial Proposal	Page 31
3.2 Technical Proposal	Page 31

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements	Page 34
4.2 Performance Measurement/Evaluation	Page 35
4.3 Additional Requirements for this RFP	Page 35

ATTACHMENTS

ATTACHMENT A	Scope of Services	Page 38
ATTACHMENT B	Contractor's and Subcontractors Insurance	Page 66
ATTACHMENT C	Proposer's Organization	Page 67
ATTACHMENT D	Corporate Resolution	Page 68
ATTACHMENT E	Sample Contract	Page 69
ATTACHMENT F	Federal Terms and Conditions	Page 74
ATTACHMENT G	Standard Federal Award Contractor Terms and Conditions	Page 89
ATTACHMENT H	Proposal Form	Page 98
ATTACHMENT I	Affidavit	Page 107
ATTACHMENT J	Fair Chance Ordinance	Page 108
ATTACHMENT K	H2B Work Requirements	Page 109
ATTACHMENT L	Socially and Economically Disadvantaged0 Business Enterprise Inclusion	Page 111

KEY REMINDERS TO PROSPECTIVE PROPOSERS

- Submit a separate set of Proposal Forms with all required information as your Proposal.
- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question-and-answer period.
- Provide complete answers and descriptions
- Review the RFP and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in the designated place on Attachment F Proposal Form.

Retain the complete set of specifications and contract documents for your files.

**REQUEST FOR PROPOSAL FOR
LIBRARY PROFESSIONAL LANDSCAPING
RFP No. 2026-13-1200**

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge, Parish of East Baton Rouge has a need for landscaping services at its multiple Library locations in the Baton Rouge area.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals, as permitted by the City of Baton Rouge, Parish of East Baton Rouge's governing statutes, ordinances, resolutions, and policies, from bona fide, qualified proposers.

1.1.2 Goals and Objectives

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

1.2 Definitions

- A. **Shall** - The term “**shall**” denotes mandatory requirements.
- B. **Must** - The term “**must**” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should - The term “should” denotes desirable.
- E. Contractor - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. EBR– East Baton Rouge Parish
- H. State - The State of Louisiana.
- I. Department - Department for whom the solicitation is issued.
- J. Director - Director of Purchasing.
- K. City-Parish - City of Baton Rouge-Parish of East Baton Rouge
- L. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications and/or presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP emailed to prospective proposers	September 29, 2026
Mandatory Prebid Meeting/ Initial Site Visit @ 9:00 am CST @ Goodwood Library, 7711 Goodwood Boulevard	October 20, 2026 &
Deadline to receive written inquiries @ 4:00 pm CST	October 28, 2026
Deadline to answer written inquiries	November 4, 2026
Proposal Opening Date (deadline for submitting proposals) @ 2:00 pm CST	November 13, 2026
Notice of Down Selection	November 23, 2026
Award of Contract	January 15, 2027
Approximate Start of Contract	March 1, 2027

1.4 Proposal Submission

This RFP is available in PDF format. If a printed form is required, submit a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact.)

Purchasing shall receive all proposals no later than the date and time shown in the Schedule of Events.

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

Proposal Name:	Library Professional Landscaping
Solicitation No.	2026-13-1200
Proposal Opening Date & Time:	November 13, 2026

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

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

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

Or mailed to:

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

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

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

*Note: City of Baton Rouge-Parish of East Baton Rouge has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain> and is available for vendor self-enrollment. In that, LaPAC provides an immediate email notification to subscribing bidders that a solicitation and any subsequent addenda have been sent and posted; notice and receipt thereof are considered formally given as of their respective posting dates. The City of Baton Rouge-Parish of East Baton Rouge also posts to Central Bidding (<http://www.centralauctionhouse.com>); however, bid submission cannot be made through Central Bidding for RFPs.

Inquiry Period:

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

Inquiries are to be directed as follows:

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

Dexter Stewart
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70802

- **By email:**

1200LibProLandscaping@brla.gov

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

All inquiries **shall be received by 4:00 p.m. CST on October 28, 2026.**

1.5 Proposal Response Format

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

- A. **Cover Letter:** Containing a summary of the Proposer's ability to perform the services described in the RFP and confirming that the Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal **must** be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or
 3. Other documents indicating authority that are acceptable to the public entity.

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

The cover letter should also:

- Identify the submitting Proposer.
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to obligate the Proposer contractually.
 - Identify the contact person's name, address, telephone number, fax number, and email address for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein and ensure that the headings in the proposal align with the requirements listed for ease of review and scoring.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities, existing customer satisfaction, demonstrated volume of merchants, etc. Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers should describe their ongoing support service, the size and expertise level of support staff. List of References and Current Client List. Optional information to include in the proposal to demonstrate qualifications and experience include 1) Detailed resumes of key personnel who will be involved in the project, 2) Copies of all relevant licenses or certifications required for the tasks outlined in the Scope of Services, and/or 3) Descriptions and documentation of past projects that demonstrate the vendor's ability to perform similar work.

- D. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- Registration and Licensing: **Must** be registered with the LA Secretary of State and hold all active licenses necessary to perform the tasks outlined in the Scope of Services.
 - Insurance: **Must** carry insurance coverage throughout the contract period in accordance with Attachment B.
 - Vendors **must** be registered in Vendor Self Service.
<https://selfservice.brla.gov/vss/Vendors/default.aspx>.
- E. **Maintenance Schedule:** Typical maintenance schedule (for the differing types of maintenance described in scope) suggested to be implemented. This schedule includes implementation actions, timelines, responsible parties, etc.
- F. **Financial Proposal:** A detailed pricing sheet outlining the vendor's rates for time and materials and any other relevant costs **shall** be submitted. This financial proposal **shall** include any and all costs the Contractor wishes to have considered in the contractual agreement with the City-Parish.
- G. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for three (3) other projects or contracts for which comparable services have recently been rendered, including a description of the services provided.
- H. **Resumes:** Each Proposer should submit resumes for designated personnel (billable classifications listed in proposal form) and any other key personnel to be assigned to this project, including those of subcontractors, if any. **Sample Vendor Contract:** The City-Parish expects to use its own contract, however, we are interested in a copy of the vendor's contract for consideration.

1.5.1 Number of Response Copies

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

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

The City of Baton Rouge-Parish of East Baton Rouge reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, other City-Parish agencies or organizations, and the project consultant for the sole purpose of assisting City of Baton Rouge-Parish of East Baton Rouge in its evaluation of the proposal. The City of Baton Rouge-Parish of East Baton Rouge **shall** require said individuals to protect the confidentiality of any specifically identified proprietary or privileged business information obtained due to their participation in these evaluations.

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Mandatory Preproposal Conferences / Site V

When: October 20, 2026

Time: 9:00 am CST

Location: East Baton Rouge Parish Library

7711 Goodwood Boulevard

3rd Floor Board Room

Baton Rouge, LA 70806

Contact: Alvin Rattle

Phone: 225-231-3779

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

1.7.2 Proposer Inquiry Periods

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

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

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

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

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

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

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

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

Email: RFP2026131200LibLandscaping@brla.gov

Phone: (225) 389-231-3779

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee NOT REQUIRED FOR THIS RFP

1.10 Performance Bond NOT REQUIRED FOR THIS RFP

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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

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

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.21.1 Corporation Requirements

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

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

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

1.22 Use of Subcontractors

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

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

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

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

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

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

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

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

1.23 Written or Oral Discussions/Presentations

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

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

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

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

1.27 Contract Award and Execution

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

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

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

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

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

The City-Parish intends to award a single Proposer.

1.28 Notice of Intent to Award

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

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

1.29 Right to Prohibit Award

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

1.30 Debriefings

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

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

1.31 Insurance Requirements

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

1.32 Subcontractor Insurance

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

1.33 Indemnification

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

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

1.34 Fidelity Bond Requirements NOT REQUIRED FOR THIS RFP

1.35 Payment for Services

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

1.36 Termination

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

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

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

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

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

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

1.37 Assignment

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

1.38 No Guarantee of Quantities

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

1.39 Audit of Records

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

1.40 Civil Rights Compliance

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

1.41 Record Retention

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

1.42 Record Ownership

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

1.43 Content of Contract/Order of Precedence

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

1.44 Contract Changes

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

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

1.45 Substitution of Personnel

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

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

1.46 Governing Law

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

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

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

1.47 Claims or Controversies

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

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

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

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

1.48 Proposer's Certification of OMB A-133 Compliance

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

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

Veteran and Hudson Initiative Programs Participation

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

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

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

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

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

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

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

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

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://www.cfprd.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.

PART II. SCOPE OF SERVICES

2.1 Scope of Services

The Scope of Services is outlined in Attachment A.

2.2 Period of Agreement

The initial term of any contract resulting from this solicitation will be twelve months and **shall** begin on or about the first quarter of 2027 and remain in effect for an initial term of twelve (12) months. The City-Parish **shall** have the option to renew the contract for (2) two additional 12-month periods subject to appropriation of funds and mutual consent by both parties.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment H and H-1. Prices submitted **shall** be firm for the contract term and inclusive of all charges. The Contractor wishes the City-Parish to consider for proposed services (items, etc.). Prices **shall** include delivery of all items F.O.B. destination.

Note: The Proposer **must** include an itemized listing of all expenses or fees (including travel) expected to be paid by the Department.

2.4 Deliverables

The deliverables listed in Attachment A (Scope of Services) Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Proposal Elements

2.5.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. This would include a detailed pricing sheet outlining the vendor's rates for time and materials and any other relevant costs. Strong proposals would address the cost-effectiveness of the proposal, based on the vendor's pricing structure for time and materials, as well as the relationship between the costs and potential revenue through the dispensation of properties.

2.5.2. Qualifications

Each proposer should address their capability to execute all tasks outlined in the Scope of Services, including the availability of necessary resources, staff, and expertise. Proposals should include documentation of the following:

- Resumes: Detailed resumes of key personnel involved in the project.
- Licenses: Copies of all relevant licenses or certifications required for the tasks outlined in the Scope of Services **(Landscape Horticulturist, Ground Owner Operator, Commercial Pesticide Applicator, Ornamental and Turf Pest Control, and Irrigation Contractor, and Louisiana State Board for Contractors)**. **BIDDERS MUST INCLUDE A COPY OF CERTIFICATION AND LICENSES WITH THE BID.**
- Experience: Descriptions and documentation of past projects demonstrating the vendor's ability to perform similar work, particularly in public facilities similar to the complex mentioned within this RFP.

2.5.3 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Qualification of the Prime consultant/Firm and Resources
- Proposed subcontractors and their corresponding responsibilities on the project
- Identify the project manager/supervisor who will be assigned to the engagement and provide contact information. Identify other personnel who will have key roles in the contract. Provide brief resumes for all key professional staff who will be assigned the engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support personnel who will be performing the requested work.
- Operational Capabilities of Company References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone
- number for each reference. Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's methodology, approach, and understanding of the nature and scope of this project.
- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements)
- Proposer should define its approach for providing replacement personnel in the event that assigned resources become unavailable due to resignation, illness, or other factors.
- Any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the City-Parish to consider.

PART III EVALUATION AND SELECTION

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

The contract for this project will be awarded through a qualifications based selection process. This process **shall** consist of evaluation of the proposals. All proposals will be reviewed by a "Selection Committee". From the submitted proposals, one finalist will be selected. After successful contract negotiations, the selected firm will then be presented to the City-Parish Metropolitan Council for authorization to enter into a contract. Landscape Contractors, Horticulture Services, Certified Pesticide Applicator, Ornamental Turf, Irrigation Certification, and Louisiana State Board for Contractors.

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

- A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.
- The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.
- Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Proposer to the Purchasing Director for approval. The City/Parish reserves the right to accept or reject any Selection Committee recommendation. The City/Parish further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.

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

- Each member of the Selection Committee **shall** independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
- Based upon each member's evaluation of the Proposals, each member **shall** rate each firm utilizing the Selection Committee Score Card. Each member **shall** complete the Selection Committee Score Card for each proposer in order to establish the top firms from the list of firms under consideration.
- Each member **shall** sign and turn in both their score card and ballot sheet to the selection board recorder.
- The score of all firms **shall** then be totaled and the top highest ranking proposers **shall** then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms **shall** be considered in the subsequent rounds as well.
- The Selection Committee reserves the right to discuss the proposers being considered prior to any voting or balloting.

Following the acceptance of a proposal, the selected Proposer and the Department; **must** reach a contractual agreement prior to the start of any work for which the City of Baton Rouge and Parish of East Baton Rouge would be obligated.

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

	Points
1. Company's qualifications and experience	0-30
2. Reference and client list	0-15
3. Management and operations plan	0-30
4. SEDB Plan and Implementation	0-10
5. Cost to City/Parish	0-15
Grand Total for Written Proposal	100

3.1 Financial Proposal

The following financial criteria will be evaluated:

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

Prices proposed by the Proposers should be submitted on the Proposal Forms furnished in the Schedule of Bid Items. Prices proposed **shall** be firm.

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

3.2 Technical Proposal

Proposer shall demonstrate its understanding of the scope of work. The following criteria are of importance and relevance to the evaluation of this RFP. Such factors may include but are not limited to:

- Proposer's Understanding of the Project
- Proposer's Approach to the Project
- Proposer's ability to consistently perform the services described in the scope of work
- Proposer's experience with similar contracts
- Proposer's scheduling and management plan for this contract

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

The scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative. This procurement has been designated as suitable for certified small entrepreneurships **(MBE/SBE/WBE)** participation. **There is no SEDBE goal established for this service, however, SEDBE participation is strongly encouraged.**

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

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

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

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

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

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

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

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

Additional performance requirements are as outlined in Attachment A, Section 2.5.

- **Laws to be Observed:** The consultant shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, Regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract, or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of
- Louisiana.
- **Public Safety and Convenience:** The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The consultant shall confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Department representative. Equipment and/or vehicles shall not be left such that they cause obstructions to driveways or roadways. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended.
- **Protection of Property:** The consultant shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the consultant, the consultant shall immediately notify the Department as to the extent and location of said damage. All expenses incurred by the Department for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the consultant or the consultant shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the Department. The consultant and its surety shall be solitarily liable to the Department for all such Department expenses, whether or not such expense is in excess of any amount due the consultant under the contract.
- **Right to Audit:** The City-Parish shall have the right to audit the books and records of the consultant during the hours of the normal workday. Consultant shall maintain his financial records for this work for three years after completion of this contract.
- **Personal Liability of Public Officials:** In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized 24 representatives, either personally or otherwise, as they are agents and representatives of the City-Parish.
- **Contract Dollar Amount:** Expenditures for work which consultant claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

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

- **Authority of Department Representative:** The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant. His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the consultant fails to carry out promptly.
- **Subletting or Assigning of Contract:** The consultant shall not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Department representative. No subcontract will, in any case, relieve the consultant of his responsibility under the Contract and bond. The consultant shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the consultant of any responsibility for the fulfillment of the Contract.
- **Workmen and Equipment:** Any person employed by the consultant or a subcontractor who, in the opinion of the Department representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall be removed from performing work outlined in this scope of work at the written request of the Department representative.
- **Temporary Suspension of Work:** The Department representative shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary. Notice of such suspension with reason therefore shall be given the consultant in writing. The consultant shall not suspend work without written authority of the Department representative.
- **Failure to Perform or Complete on Time:** Should the consultant fail to mobilize within the timeframes specified or fails to complete the work authorized in an acceptable manner and within the time limits specified, the Owner reserves the right to complete the work through other means upon 24-hour notification. Failure of consultant to mobilize on time or failure to complete the work in an acceptable manner and on time for more than three (3) occasions over an annual contract period, shall result in the consultant being placed in default and cancellation of the Contract.

4.3 Additional Requirements for this RFP

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or 25 omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, Employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

- All items should be bid. A blank space, Zero, or NA may cause your bid to be deemed nonresponsive: Zero (0), N/A or a blank space on the Schedule of Bid Items page may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, or NO BID please write that in the Unit price column.
- All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.
- Cybersecurity Training Requirement: Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.
- Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- Termination for Non-Appropriation Clause: Should the Request for Proposal result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

ATTACHMENT A SCOPE OF SERVICES

Item 1A-16A

The purpose of this bid is to provide maintenance and labor costs for landscaping, irrigation, arborist, ornamental shrub/tree/vine services and on the current and future flower beds at library locations listed in this document.

Maintenance services for all locations are to follow the Maintenance Program Schedule listed on page 12 of this BID document. Irrigation services include programming/replacing/testing control box and repairs/replacement any and all parts associated with irrigation lines and will be billed at an hourly rate. The library will provide any and all materials needed to repair or replace irrigation systems. There are a number of trees of various varieties to be maintained. Among the varieties of plants & trees are (**included but not limited to**): Pear, Magnolia, Spruce Pine, Live Oak, Lirlope, Palms, Dwarf Azalea, Red Oak, Azaleas, Indian Hawthorne, Crepe Myrtles, Berch, Carissa Holly, Drake Elm, Bald Cypress and others. The Scope of Services includes:

- **Seasonal Color Beds**- Bed preparation will be performed prior to each seasonal color rotation, which shall be at a minimum of twice per year. Beds will be maintained on a regular basis to insure the full impact of the planting. Weed control, insect and disease control, pruning or pinching is to be included.
Replacement plants and bedding material will be rotated on an as needed basis after approval from the agency. This will be completed with plants being charged as a discount rate. And a square foot rate for bed preparation.
- **Ornamental Shrubs and Trees**- Fertilization-Ornamentals shall be fertilized in accordance with the specific needs of the plants in order to maintain a healthy and vigorous condition. A formulated complete fertilizer containing at least 50% slow release nitrogen shall be used at least twice per year.
- **Insect and Disease Control**- Treatment of pests will be done on a case-by-case basis in accordance with EPA approved products. Spraying schedule shall at a minimum be done in the spring and fall. Crape Myrtles shall be inspected monthly and sprayed additionally as needed.
- **Pruning**-All ornamentals shall be pruned in accordance with standards of good practice and in accordance with the intended function of the plants.
- **Weed Control**- Shall be done continuously. Methods should include pre and post emergent chemicals as well as hand weeding as necessary.
- **Turf Insect & Disease Control**- Shall be applied as needed using approved materials under the direction of a certified applicator.
- **Debris Control**- All debris resulting from work performed by the contractor shall be removed prior to the contractor departing from the location upon each visit.

A site plan is provided for each branch. **HOWEVER**, the vendor is responsible for visiting each location and for verifying the quantity and varieties of plants, bushes, trees, and shrubs.

ATTACHMENT A SCOPE OF SERVICES

Please note that routine plant and tree maintenance at the Main Library and the River Center Library Locations **include the rooftop terraces**, in addition to plants and trees on floor level.

Plant warranties must include the cost of plant replacement and the labor to replace them.

All quotes for additional work must include a line item quote for the amount of square footage included, a line item quote for each item (plant, mulch, bedding soil, or other item) to be installed, the quantity of items to be installed, the unit cost, total cost, and warranty for each item. The quote must also include a total cost for the entire project. Failure to provide this will result in a rejection of the quote.

Vendors must sign in with library staff when they arrive at a facility to perform work. In addition, vendors must submit monthly documentation with the invoice that includes: the work they performed at each branch and when that work was completed, in accordance with the schedule included in this package. Services that are not monthly maintenance are required to be scheduled in advance with a Library representative.

The Contractor/Subcontractors:

- Will provide a list of references for projects of similar size and scope as the EBRP Library, which are currently being managed.
- Shall provide current copies of, all licenses necessary to meet contract requirements. If not submitted with bid, vendor must be provided to purchasing within 7 days of request.
 - ***Landscape Contractors***
 - ***Horticulture Services, Arborist License***
 - ***Certified Pesticide Applicator***
 - ***Ornamental Turf***
 - ***Louisiana State Board for Contractors***

The Library reserves the right to amend this contract to include new locations when renovations or constructions is complete.

ITEM 1B-16B, 1C-16C

New beds or increased size of existing beds:

Any new beds or additions to the existing beds size at existing or any new locations will be priced per square foot to create the initial set up and will be priced per square foot to maintain on a monthly basis. Plants and bedding material will be on an as needed basis after approval from the agency. **All of the specifications in the scope above shall apply to the new beds.**

Mulch Schedule:

Mulch should be spread at locations as specified by the Facilities Manager or designee. Mulch during times as needed or requested.

NOTE: Mulching at the Main Library location may be required more frequently.

Irrigation Schedule:

Responsible for freeze protection in winter months. Prepare and test irrigation in the Spring months and be responsible for repairing irrigation leaks or responding to other problems that may arise.

Replace broken sprinkler heads as necessary.

For irrigation leaks or other landscaping emergencies- response time should be **24 hours.**

General Information:

For non-emergency requests, response time should be 5 business days.

It is the intent of the City of Baton Rouge to award this contract to one vendor. All items must be bid. The prebid meeting and all job site visits shall be mandatory.

ATTACHMENT A
SCOPE OF SERVICES
ADDITIONAL REQUIREMENTS FOR THIS RFP

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

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

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

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

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

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

Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers **shall** be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

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

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

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

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

MANDATORY SITE VISIT FORM

A mandatory prebid conference and site visits will be necessary and will be offered for two days (October 20, 2026 and October 21, 2026) The prebid meeting and first site visit will be on October 20, 2026 at 9:00 am CST at the Goodwood Library at 7711 Goodwood Boulevard – 3rd Floor Board Room. Only companies represented at the prebid conference and all site visits and who include this signed mandatory site visit form with their bid will be considered for award. Bidders must include this signed statement page with their bid. This signed statement certifies that the Contractor named below has visited all job sites and is familiar with all conditions surrounding fulfillment of the specifications for this project.

COMPANY NAME _____ COMPANY REPRESENTATIVE _____

SITE LOCATION	CITY PARISH REPRESENTATIVE PRINT AND SIGN NAME	DATE
MAIN LIBRARY 7711 Goodwood Boulevard, Baton Rouge, LA 70806		
PRIDE-CHANEYVILLE BRANCH LIBRARY 13600 Pride-Port Hudson Road, Pride, LA 70770		
ZACHARY BRANCH LIBRARY 1900 Church Street, Zachary, LA 70791		
BAKER BRANCH LIBRARY 3501 Groom Road, Baker, LA 70714		
CENTRAL BRANCH LIBRARY 11260 Joor Road, Baton Rouge, LA 70818		
SCOTLANDVILLE BRANCH LIBRARY 7373 Scenic Highway, Baton Rouge, LA 70807		
DELMONT GARDENS BRANCH LIBRARY 3351 Lorraine Street, Baton Rouge, LA 70805		
EDEN PARK BRANCH LIBRARY 5131 Greenwell Springs Road, Baton Rouge, LA 70806		
BLUEBONNET REGIONAL BRANCH LIBRARY 9200 Bluebonnet Boulevard, Baton Rouge, LA 70810		
JONES CREEK REGIONAL BRANCH LIBRARY 6222 Jones Creek Road, Baton Rouge, LA 70817		
FAIRWOOD BRANCH LIBRARY 12910 Old Hammond Highway, Baton Rouge, LA 70816		
GREENWELL SPRINGS ROAD REGIONAL BRANCH LIBRARY 11300 Greenwell Springs Road, Baton Rouge, LA 70814		
SOUTH BRANCH LIBRARY 2210 GLASGOW AVENUE, BATON ROUGE, LA 70808		
OUTREACH FACILITY POCKET PARK 3434 NORTH BLVD, BATON ROUGE, LA. 70806		
RIVER CENTER BRANCH LIBRARY 250 North Boulevard, Baton Rouge, LA 70802		
CARVER BRANCH LIBRARY 720 Terrace Street, Baton Rouge, LA 70802		

**ATTACHMENT A
SCOPE OF SERVICES
MAINTENANCE PROGRAM SCHEDULE**

[illegible]

**ATTACHMENT A
SCOPE OF SERVICES
LIST OF PREVIOUS LANDSCAPING PROJECTS**

Provide a list of references for projects of similar size and scope as the EBRP libraries

Agency	Name of Contact	Telephone Number	Beginning Date	End Date

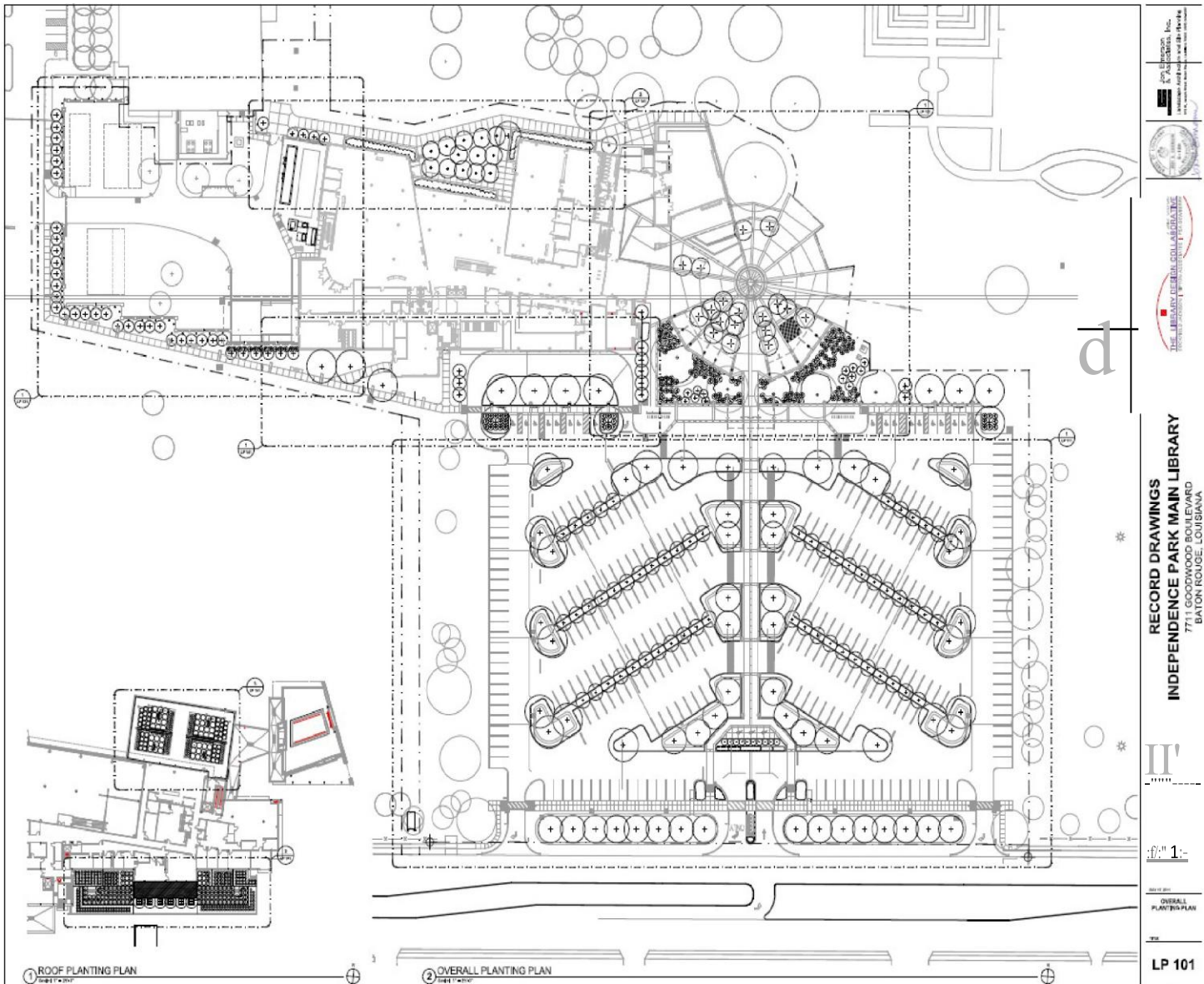
**ATTACHMENT A
SCOPE OF SERVICES
LIBRARY LOCATIONS AND HOURS OF OPERATION**

LOCATION	HOURS OF OPERATION
MAIN LIBRARY 7711 Goodwood Boulevard, Baton Rouge, LA 70806 (225)231-3740	Sun: 2pm - 10pm Mon - Thurs: 8am - 10pm Fri - Sat: 8am - 6pm
BAKER BRANCH LIBRARY 3501 Groom Road, Baker, LA 70714 (225) 778-5940	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
BLUEBONNET REGIONAL BRANCH LIBRARY 9200 Bluebonnet Boulevard, Baton Rouge, LA 70810 (225) 763-2240	Sun: 2pm - 6pm Mon - Thurs: 9am - 9pm Fri - Sat: 9am - 6pm
CARVER BRANCH LIBRARY 720 Terrace Street, Baton Rouge, LA 70802 (225) 389-7440	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
CENTRAL BRANCH LIBRARY 11260 Joor Road, Baton Rouge, LA 70818 (225) 262-2640	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
DELMONT GARDENS BRANCH LIBRARY 3351 Lorraine Street, Baton Rouge, LA 70805 (225) 354-7050	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
EDEN PARK BRANCH LIBRARY 131 Greenwell Springs Road, Baton Rouge, LA 70806 (225)231-3240	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
FAIRWOOD BRANCH LIBRARY 12910 Old Hammond Highway, Baton Rouge, LA 70816 (225) 924-9385	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
GREENWELL SPRINGS ROAD REGIONAL BRANCH LIBRARY 11300 Greenwell Springs Road, Baton Rouge, LA 70814 (225) 274-4440	Sun: 2pm - 6pm Mon - Thurs: 9am - 9pm Fri - Sat: 9am - 6pm
JONES CREEK REGIONAL BRANCH LIBRARY 6222 Jones Creek Road, Baton Rouge, LA 70817 (225) 756-1140	Sun: 2pm - 6pm Mon - Thurs: 9am - 9pm Fri - Sat: 9am - 6pm
PRIDE-CHANEYVILLE BRANCH LIBRARY 13600 Pride-Port Hudson Road, Pride, LA 70770 (225) 658-1540	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
RIVER CENTER BRANCH LIBRARY 250 North Boulevard, Baton Rouge, LA 70802 (225) 389-4967	Sun: 2pm - 6pm Mon - Thurs: 8am - 7pm Fri - Sat: 9am - 6pm
SCOTLANDVILLE BRANCH LIBRARY 7373 Scenic Highway, Baton Rouge, LA 70807 (225) 354-7540	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm
ZACHARY BRANCH LIBRARY 1900 Church Street, Zachary, LA 70791 (225) 658-1840	Sun: 2pm - 6pm Mon - Thurs: 9am - 9pm Fri - Sat: 9am - 6pm
OUTREACH FACILITY POCKET PARK 3434 NORTH BLVD, BATON ROUGE, LA. 70806	CALL FOR ACCESS
SOUTH BRANCH LIBRARY 2210 GLASGOW AVENUE, BATON ROUGE, LA 70808	Sun: 2pm - 6pm Mon - Thurs: 9am - 8pm Fri - Sat: 9am - 6pm

ATTACHMENT A
SCOPE OF SERVICES

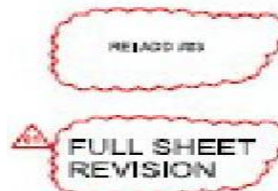
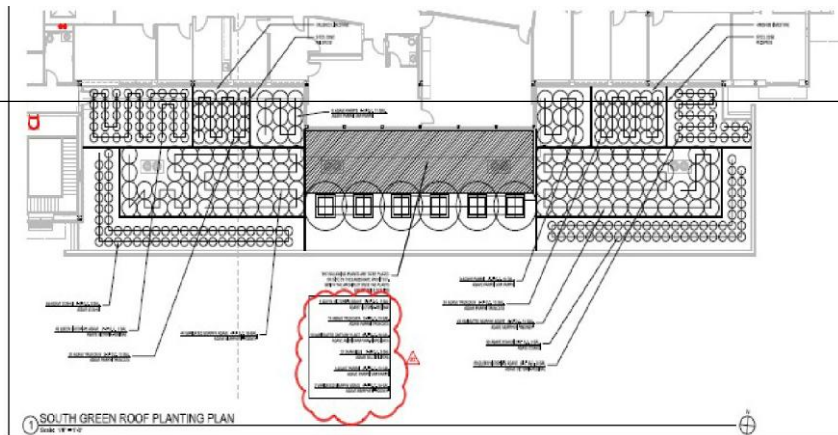
MAIN LIBRARY

7711 Goodwood Boulevard, Baton Rouge, LA 70806

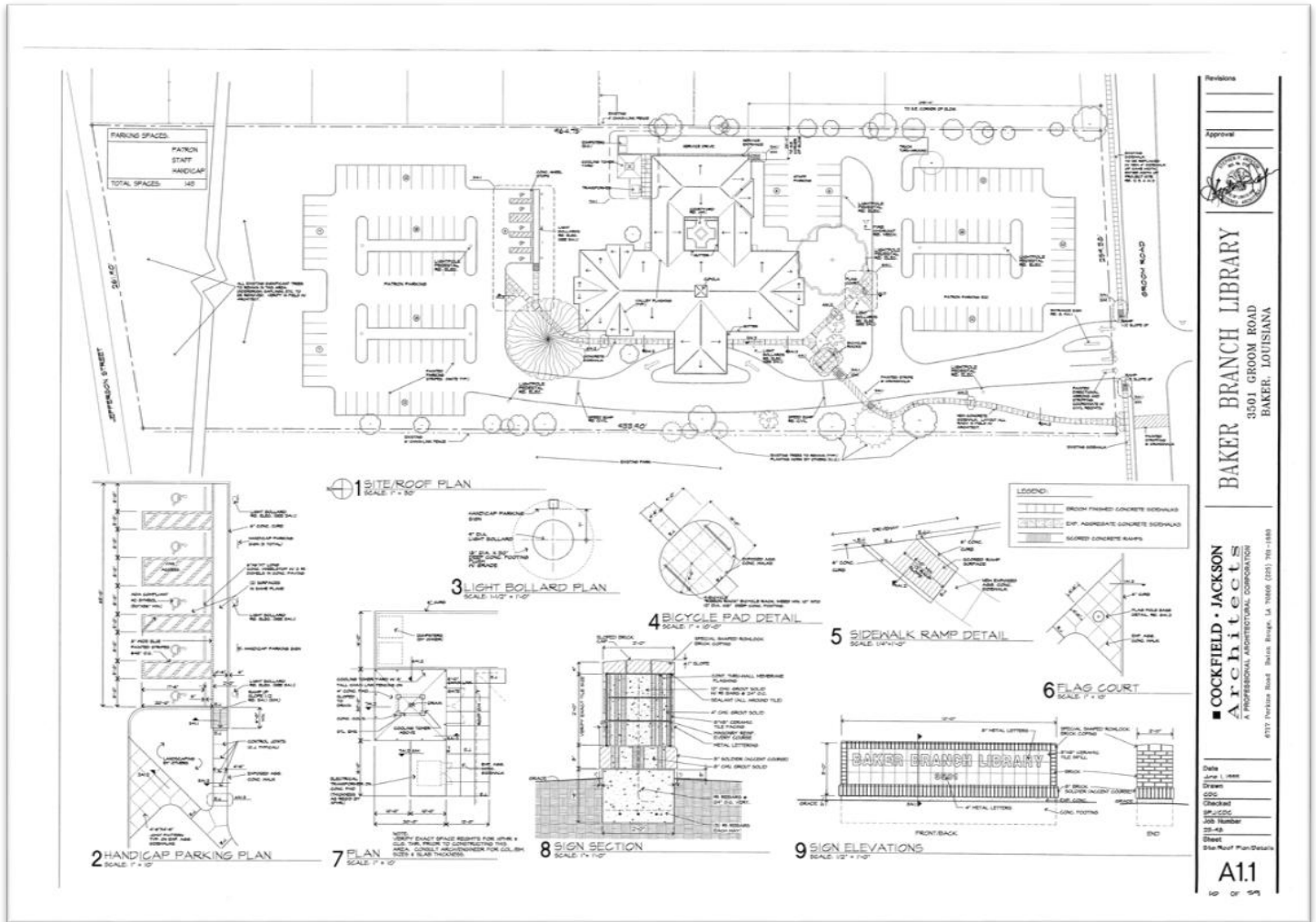


NORTH GREEN ROOF PLANTING PLAN

Scale: 1/8" = 1'-0"

[illegible]

ATTACHMENT A
SCOPE OF SERVICES
BAKER BRANCH LIBRARY
3501 Groom Road, Baker, LA 70714

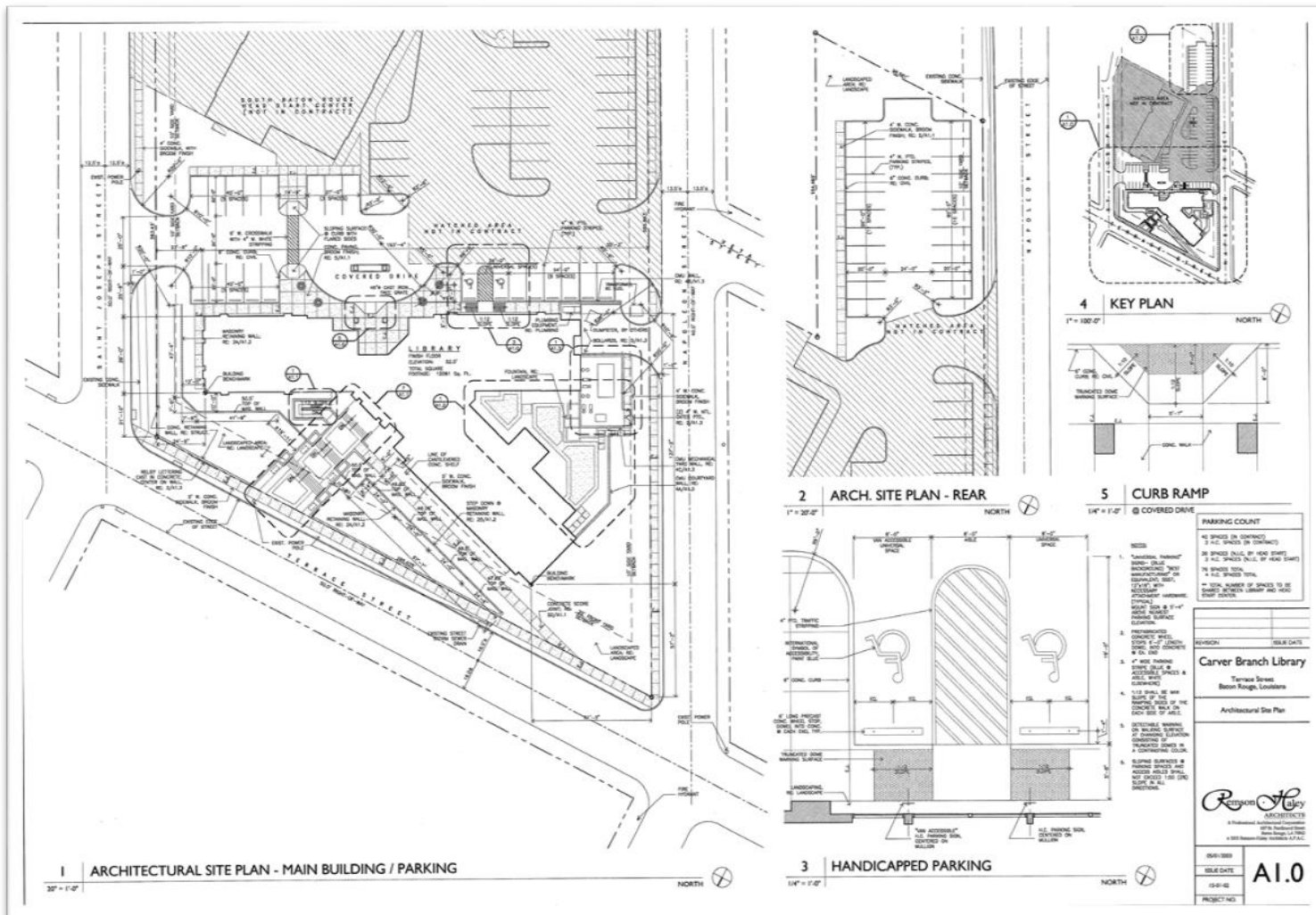


ATTACHMENT A
SCOPE OF SERVICES
BLUEBONNET BRANCH LIBRARY
9200 Bluebonnet Boulevard, Baton Rouge, LA 70810

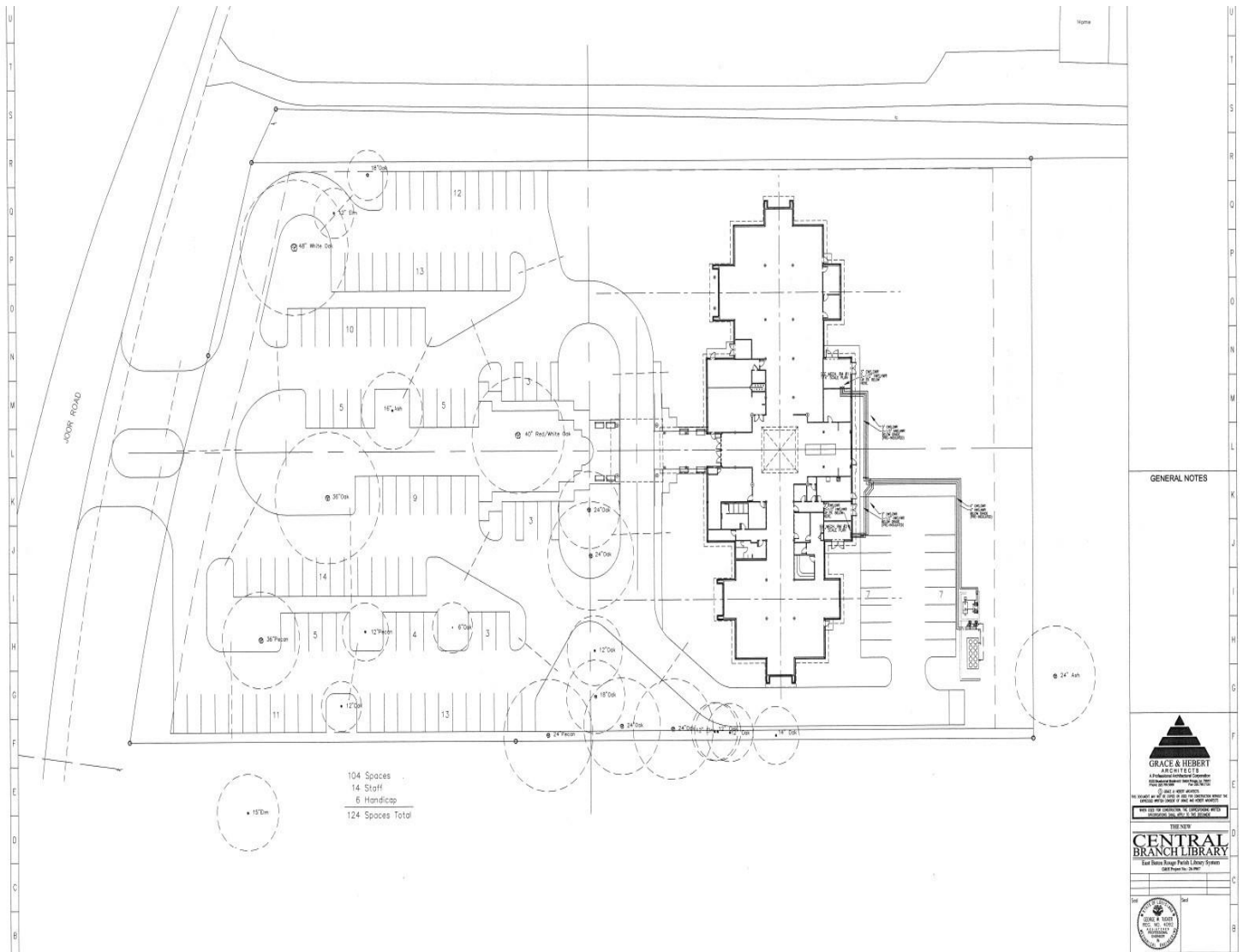


**ATTACHMENT A
SCOPE OF SERVICES
CARVER BRANCH LIBRARY**

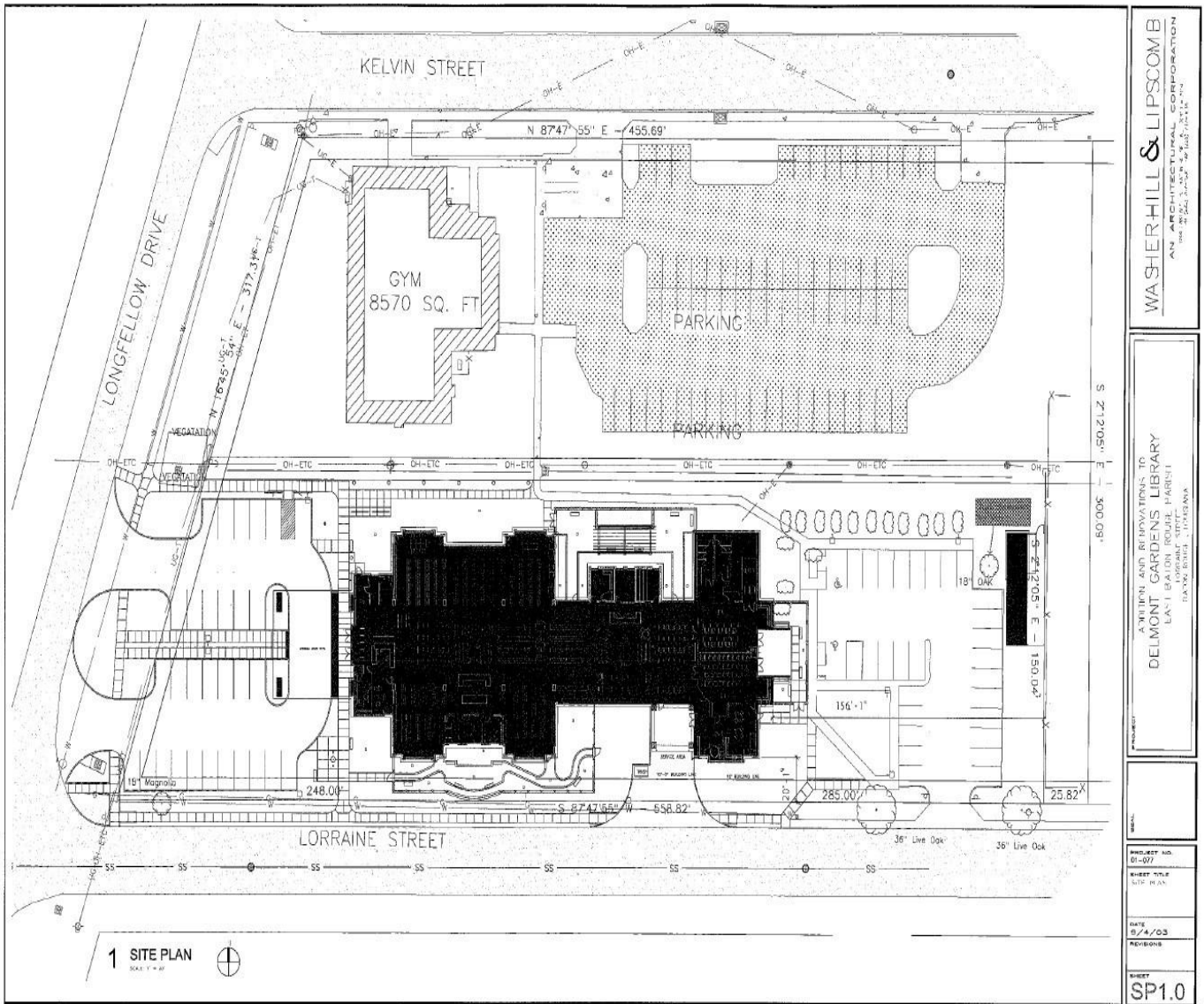
720 Terrace Street, Baton Rouge, LA 70802



ATTACHMENT A **SCOPE OF SERVICES** **CENTRAL BRANCH LIBRARY** **11260 Joor Road, Baton Rouge, LA 70818**

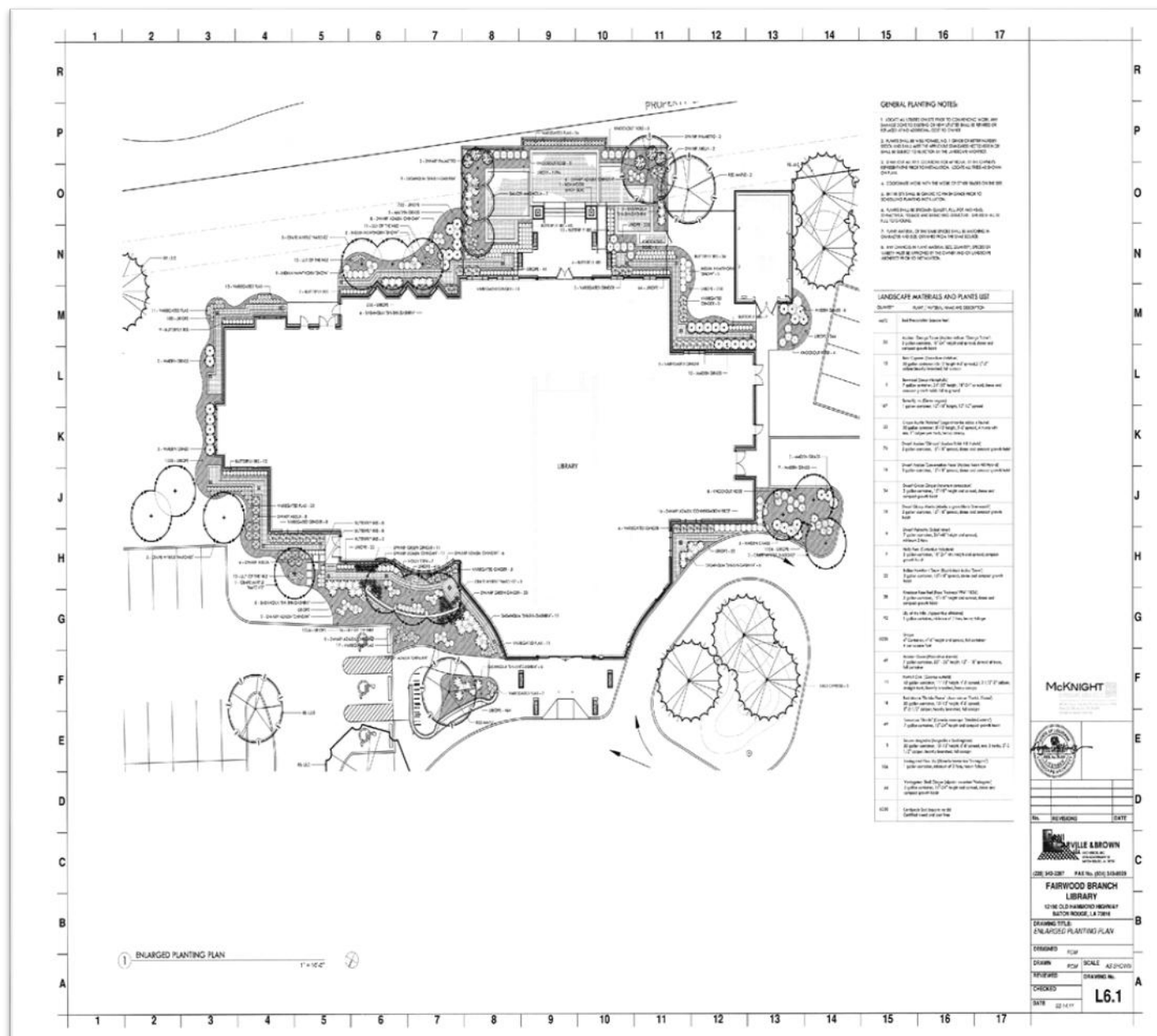


ATTACHMENT A
SCOPE OF SERVICES
DELMONT GARDENS BRANCH LIBRARY
3351 Lorraine Street, Baton Rouge, LA 70805



Room	Unit	Room No.
101-102	101-102	L101

Page 55

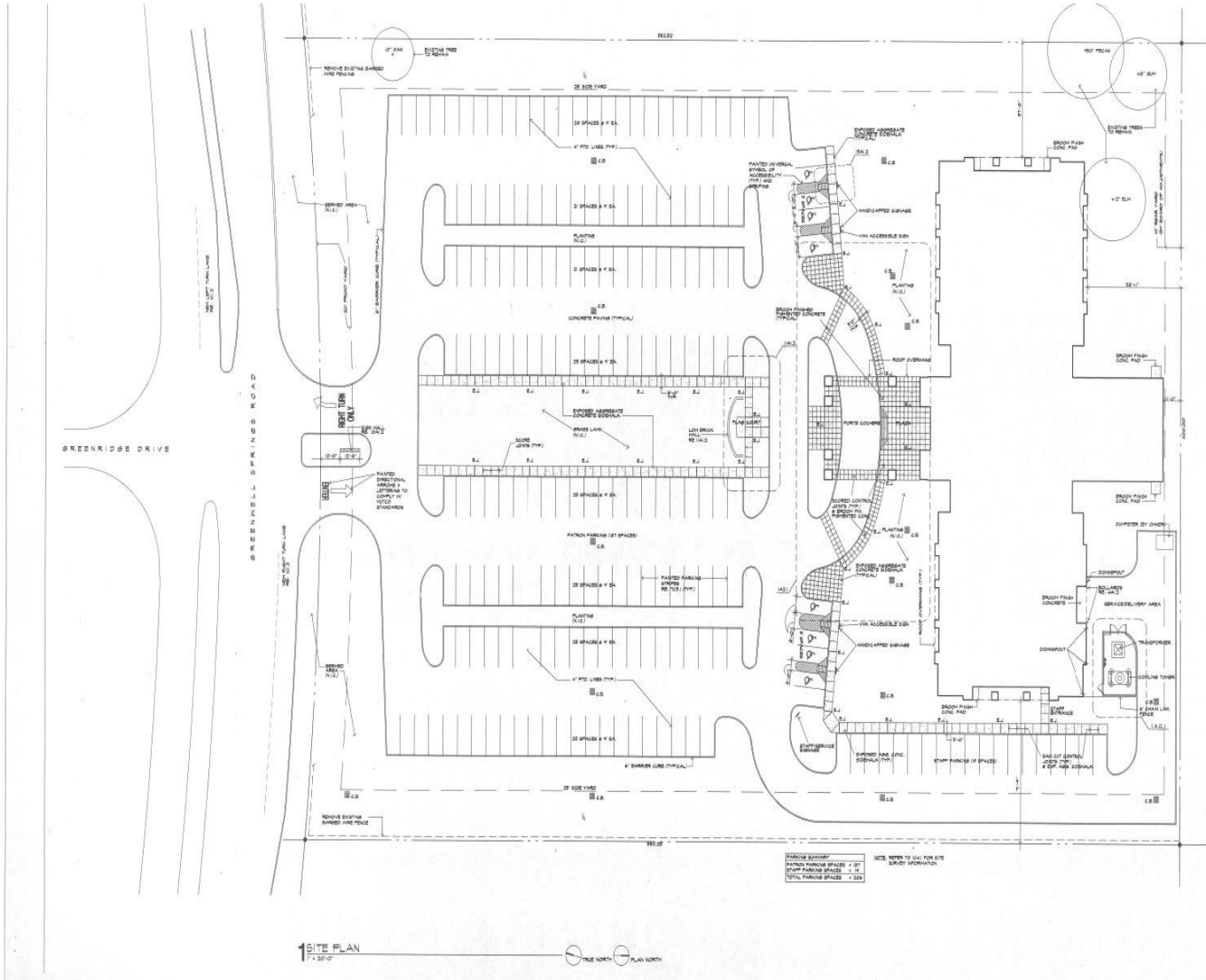


ATTACHMENT A

SCOPE OF SERVICES

GREENWELL SPRINGS ROAD REGIONAL BRANCH LIBRARY

11300 Greenwell Springs Road, Baton Rouge, LA 70814



GREENWELL SPRINGS ROAD
REGIONAL LIBRARY
11300 GREENWELL SPRINGS ROAD
BATON ROUGE, LOUISIANA

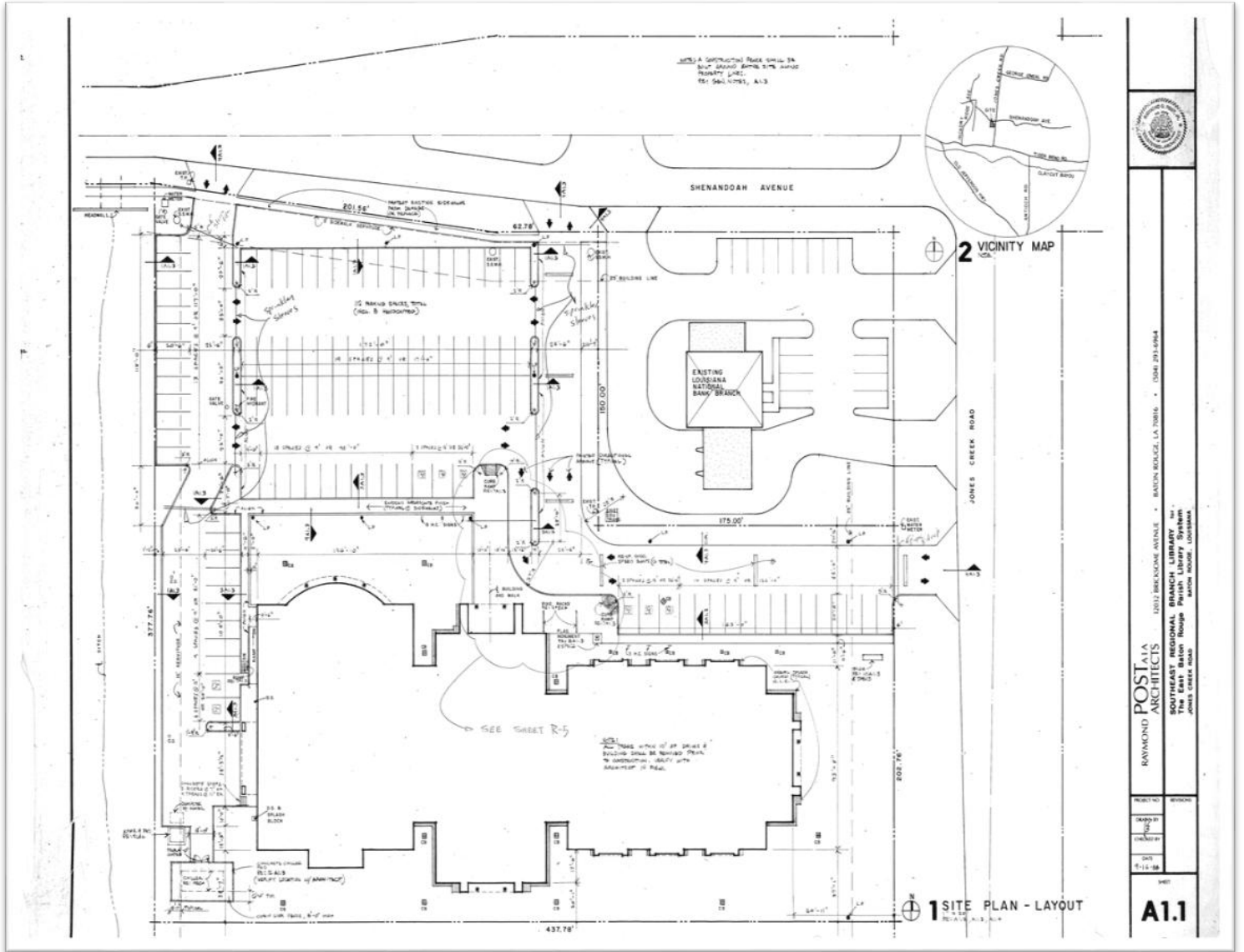
COCKFIELD • JACKSON
Architects
A LIMITED LIABILITY COMPANY
4840 Jamieson Ave Suite 201 Baton Rouge, LA 70808 (504) 382-4206

Date
JUNE 1, 2015
Drawn
CJB/HSC
Checked
JW
Job Number
K-44
Sheet

A1.1

ATTACHMENT A
SCOPE OF SERVICES

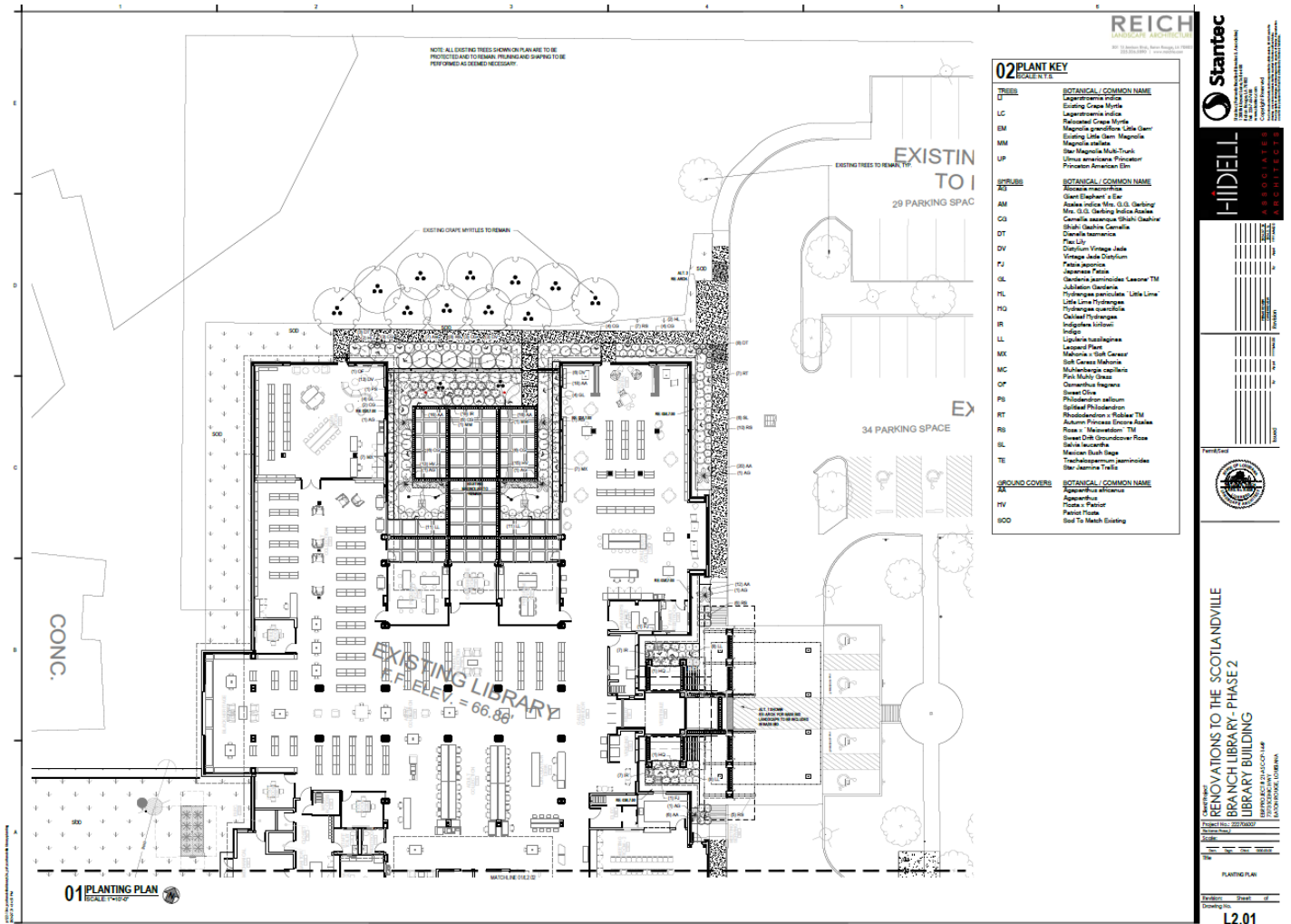
JONES CREEK REGIONAL BRANCH LIBRARY
6222 Jones Creek Road, Baton Rouge, LA 70817



Page 58



ATTACHMENT A SCOPE OF SERVICES SCOTLANDVILLE BRANCH LIBRARY 7373 Scenic Highway, Baton Rouge, LA 70807

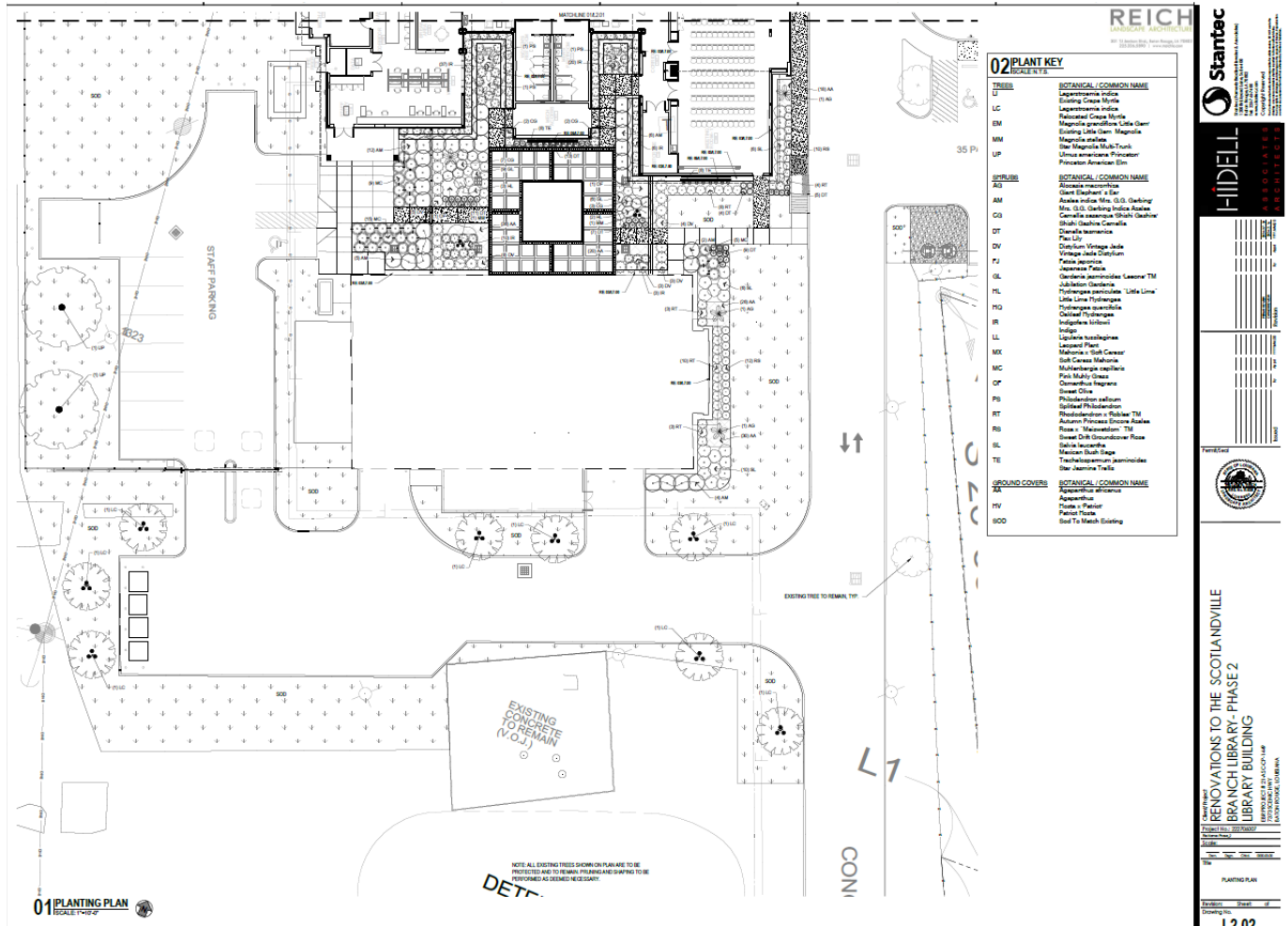


ATTACHMENT A

SCOPE OF SERVICES

SCOTLANDVILLE BRANCH LIBRARY

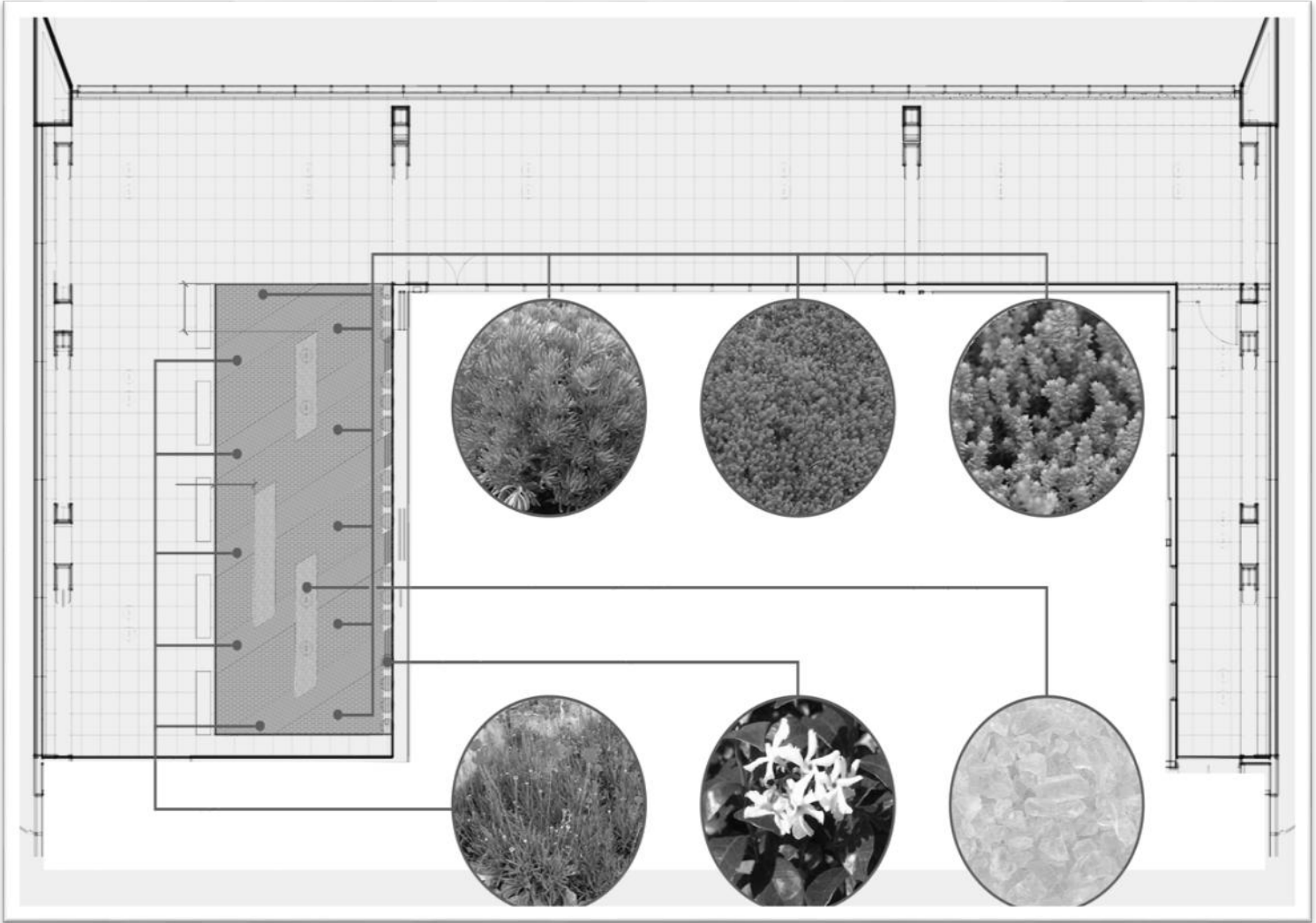
7373 Scenic Highway, Baton Rouge, LA 70807



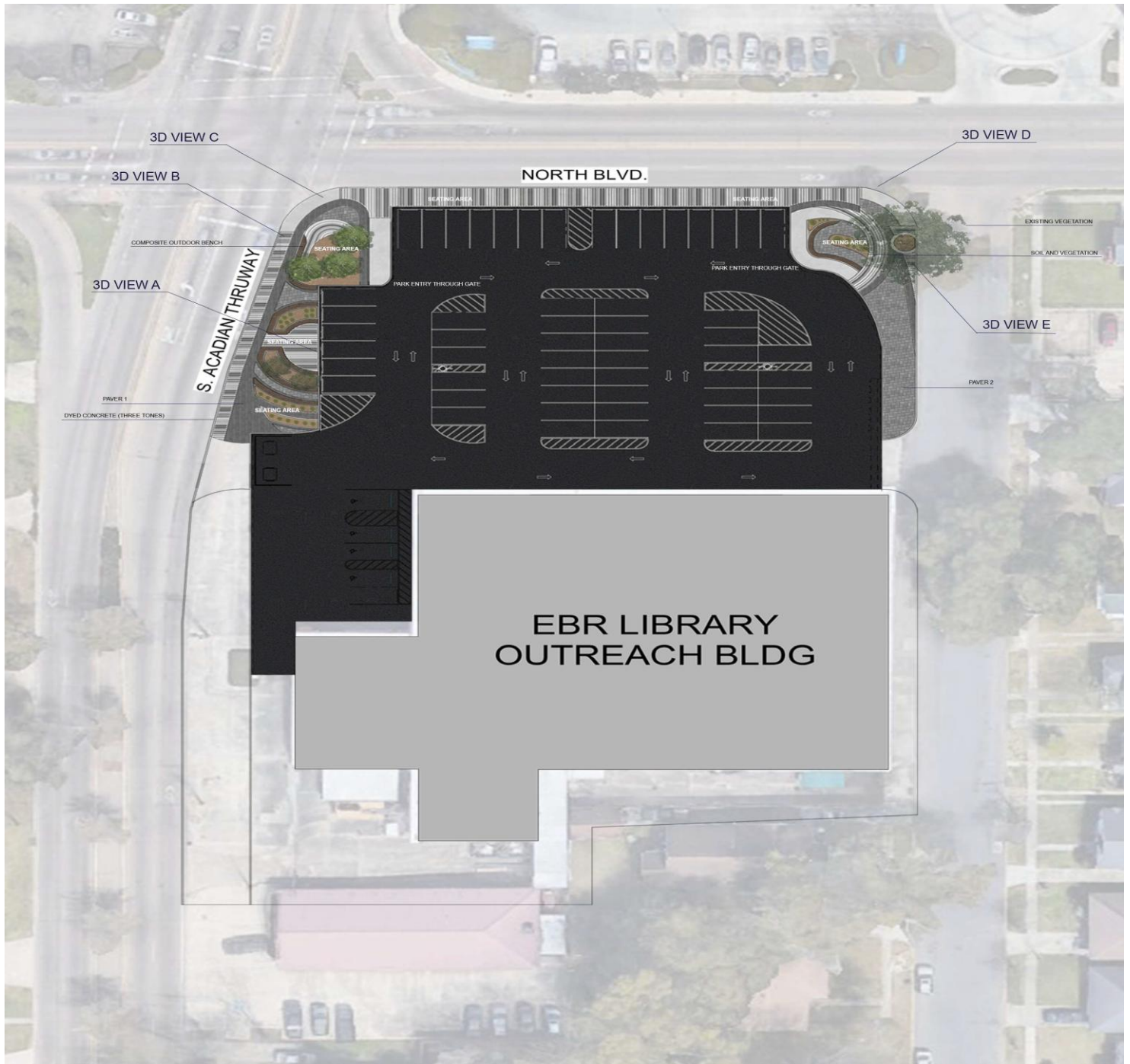
Revisions	
Approval	
ZACHARY BRANCH LIBRARY Mount Pleasant Zachary Road Zachary, Louisiana	
■ COCKFIELD • JACKSON Architects A PROFESSIONAL ARCHITECTURAL CORPORATION 8719 Pershing Blvd. Baton Rouge, LA 70809 (225) 798-1860	
Date	March 10, 2022
Drawn by	JT
Checked	
Job Number	
SPE	
Sheet	



ATTACHMENT A
SCOPE OF SERVICES
RIVER CENTER BRANCH LIBRARY
250 North Boulevard, Baton Rouge, LA 70802



ATTACHMENT A
SCOPE OF SERVICES
OUTREACH FACILITY POCKET PARK
3434 North Blvd, Baton Rouge, LA. 70806



[illegible]

**ATTACHMENT A
SCOPE OF SERVICES
BIDDER'S EMERGENCY CONTACT INFORMATION**

(Vendor should return this form with bid)

Contact Person: _____

Contact Person Telephone Number: _____

Contact Person Emergency Telephone Number: _____

Alternate Contact Person: _____

Alternate Contact Person Telephone Number: _____

Alternate Contact Person Emergency Telephone Number: _____

Vendor Normal Working Hours:

Weekdays _____

Weekends _____

ATTACHMENT B

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

A. General Liability Insurance

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

Limits

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

B. Automobile Liability Insurance

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

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

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

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

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

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

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

H The Certificate Holder should be shown as:

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

**ATTACHMENT C
PROPOSER'S ORGANIZATION**

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID
Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

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

**ATTACHMENT D
CORPORATE RESOLUTION**

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

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

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

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

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

This ____ day of _____, 20____.

SECRETARY

ATTACHMENT E
Sample Contract for
LIBRARY PROFESSIONAL LANDSCAPING
Solicitation No: 2026-13-1200

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

_____ herein referred to as "Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)".

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

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

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

(generally a brief scope could be written here or reference to an attachment with greater detail would be given.)

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

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) Scope of 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.

SC1 of 5

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

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

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

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

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

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

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within

_____ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in _____ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

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

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

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

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

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

SC2 of 5

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.

SC3 of 5

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

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

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

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

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

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

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

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

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

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

By_____

Title_____

Consultant
By_____

Title_____

Typed Name and Title

ATTACHMENT F
Federal Terms and Conditions
CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE

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

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

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

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

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

14. Debts Owed the Federal Government.

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

- c. THE CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.

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

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

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

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

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

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

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

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

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

21. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

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

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

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

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

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

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

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

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

25. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors **must** comply

with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: _____

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 G
STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

c. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

d. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

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

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

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

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

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

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

- a. Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs **shall** prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

CONTRACTOR

BY: _____
Authorized Signature

Date: _____

Printed Name

**ATTACHMENT H
PROPOSAL FORM**

City of Baton Rouge-Parish of East Baton Rouge

**Sealed proposals will be received until 2:00 PM CST, November 13, 2026 by the
Purchasing Division, 222 Saint Louis Street, Suite 826, Baton Rouge, LA 70802**

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

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

**Library Professional Landscaping
RFP 2026-13-1200**

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.
- 6.

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and **shall** be diligently prosecuted at such rate and in such manner as, in the opinion of City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal **shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

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

(SIGNATURE)

(Typed Name and Title)

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

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	TOTAL
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations. NOTE: The Library reserves the right to add additional locations to the professional landscaping contract.			
0001A	Baker Branch Library 3501 Groom Road	Per month	\$_____
0001B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0001C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0002A	Bluebonnet Regional Branch Library 9200 Bluebonnet Boulevard	Per month	\$_____
0002B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0002C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0003A	Carver Branch Library 720 Terrace Street	Per month	\$_____
0003B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0003C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	TOTAL
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations.			
0004A	Central Branch Library 11260 Joor Road	Per month	\$_____
0004B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0004C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0005A	Delmont Gardens Branch Library 3351 Lorraine Street	Per month	\$_____
0005B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0005C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0006A	Eden Park Branch Library 5131 Greenwell Springs Road	Per month	\$_____
0006B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0006C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	TOTAL
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations.			
0007A	Fairwood Branch Library 12910 Old Hammond Highway	Per month	\$_____
0007B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0007C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0008A	Greenwell Springs Regional Branch Library 11300 Greenwell Springs Road	Per month	\$_____
0008B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0008C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____
0009A	Jones Creek Regional Branch Library 6222 Jones Creek Road	Per month	\$_____
0009B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0009C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	TOTAL
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations.			
0010A	Pride Chaneyville Branch Library 13600 Pride-Port Hudson Road	Per month	\$ _____
0010B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
00010C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____
0011A	Scotlandville Branch Library 7373 Scenic Highway	Per month	\$ _____
0011B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
0011C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____
0012A	Zachary Branch Library 1900 Church Street	Per month	\$ _____
0012B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
0012C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	TOTAL
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations.			
0013A	Goodwood Main Library 7711 Goodwood Boulevard	Per month	\$ _____
0013B	Cleaning Catch Basins and all Bioswale Areas; includes weeding, removing debris, clearing intakes, and trimming plants at the Main Library located at: 7711 Goodwood Boulevard, Baton Rouge, LA 70806	Per square foot every month during high growing seasons (April-October); otherwise bi-monthly for November-March	\$ _____
0013C	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
0013D	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____
0014A	River Center Branch Library 250 North Boulevard	Per month	\$ _____
0014B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
0014C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____
0015A	Outreach Facility Pocket Park 3434 North Boulevard	Per month	\$ _____
0015B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$ _____
0015C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$ _____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
To provide maintenance labor costs for landscaping, arborist, and ornamental shrub/tree/vine and plant maintenance in the flower beds at the listed library locations.			
0016A	South Branch Library 2210 Glasgow Avenue (NOTE: The historic live oak tree in the south courtyard is monitored and maintained by another vendor and not in the scope of this contract).	Per month	\$_____
0016B	Option: To add <u>new beds/areas</u> or <u>additional plantings to the existing beds/areas</u> to existing or new library locations as stated in attached specifications.	Per sq./ft. per month	\$_____
0016C	Option: Monthly maintenance of <u>new beds/areas</u> or <u>additions to the existing beds/areas</u> as stated in attached specifications.	Per sq./ft. per month	\$_____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT H-1
PRICING SCHEDULE
Library Professional Landscaping**

ALL ITEMS MUST BE BID The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Additional sites may be added / removed upon mutual consent of the awarded vendor and the City.

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
0017	Mulch - Non-Floating - Brand _____ Model _____ Description _____ Warranty _____	Per Cubic Foot	\$ _____
0018	Bedding Soil - Brand _____ Model _____ Description _____ Warranty _____	Per Cubic Foot	\$ _____
0019	Aggregate Rock - Brand _____ Model _____ Description _____ Warranty _____	Per Cubic Foot	\$ _____
0020	Pea Gravel- Brand _____ Model _____ Description _____ Warranty _____	Per Cubic Foot	\$ _____
0021	Other Plant Material as requested by agency Warranty _____ A number (without decimal) from 0 to 100 must be entered (0% = 0, 10% = 10, 25%= 25, 33%, 100% = 100).	Discount Off of List Price	\$ _____
0022	Repair/Maintenance/Programming of Irrigation System	Per Hour	\$ _____

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

**ATTACHMENT I
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:

**LIBRARY PROFESSIONAL LANDSCAPING
RFP 2026-13-1200**

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of 2026, Baton Rouge, Louisiana.

NOTARY PUBLIC

**ATTACHMENT J
FAIR CHANCE ORDINANCE**

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

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

Date

Authorized Signature

Authorized Name (Printed)

ATTACHMENT K 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 L

SOCIALY AND ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the Scope of Services and has established no goal will be set based on the contract amount. However, SEDBE participation is strongly encouraged.

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

- (D) AWARD OF SEDB SUBCONTRACTS: The Contractor **shall**, no later than three (3) business days from the award of a contract, execute formal contracts or purchase orders with the SEDB (s) included on Form 1.
- (E) COUNTING SEDB PARTICIPATION: City-Parish will count SEDB participation toward overall and contract goals as provided in City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program"). City-Parish will only count SEDB participation by those SEDBs performing commercially useful functions. City-Parish Purchasing Division will not count the participation of SEDB Subcontractors toward a Contractor's final compliance with its SEDB obligations on a contract until the amount being counted has actually been paid to the SEDB.

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

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

Appendix A

SEDB Forms and Procedures

SEDB Responsiveness Form Instruction

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

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

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

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

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

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

Form 1
SEDB Responsiveness Form
Page 1

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

EBRP Project Title: _____ Project No: _____

SEDB Contract Goal: _____ %

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

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Form 1A
Required Participation Questionnaire

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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: _____

**SOCIALLY ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE (SEDBE)
PROGRAM FOR THE CITY OF BATON ROUGE, LA.**

Guidance Concerning Good Faith Efforts

Reference-Appendix A to Part 26, Title 49 (June 20, 2025)

1. When, as a recipient, we establish a contract goal on the City of Baton Rouge-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SEDB firms sufficient for this purpose. Second, even if it does not meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SEDBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SEDB participation, even if they were not fully successful.
2. In any situation in which the City has established a contract goal, requires the City to use the good faith efforts mechanism of this part. As a recipient, we have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for the City to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance.
3. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SEDB participation sufficient to meet the SEDBE contract goal. Mere pro forma efforts are not good faith efforts to meet the SEDB contract requirements. We emphasize, however, that our determination concerning the sufficiency of the firm's good faith efforts is a judgment call.

City of Baton Rouge also strongly cautions the SEDBE Division against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of SEDB participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits the City of Baton Rouge from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that the City of Baton Rouge should consider as part of the bidder'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 inappropriate cases.

- ✓ 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, and posting of Notices of Sources Sought and/or Requests for Proposals, written notices, documented phone calls or emails to all SEDBs. Listed in the City's directory on B2Gnow website that specialize in the areas of work desired (as noted in the SEDBs directory) and which are located in the area or surrounding areas of the project.
- ✓ The bidder 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 bidder should determine with certainty if the SEDBs are interested by taking appropriate steps to follow up initial solicitations.
- ✓ Selecting portions of the work to be performed by SEDBs in order to increase the likelihood that the SEDBE 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 SEDBs participation, even when the prime 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 SEDBs participation.
- ✓ 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.
- ✓ Negotiating in good faith with interested SEDBs. It is the bidder'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.
- ✓ A bidder 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 bidder's failure to meet the contract SEDBE 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 bidder 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.

- ✓ 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 bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- ✓ A prime 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.

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

In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, the SEDBE Division will review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, we may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average SEDBE participation obtained by other bidders, we may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in § 26.53(b)(2)(vi), we may also require the contractor to submit copies of each SEDB and non-SEDB subcontractor quote submitted to the bidder when a non-SEDB subcontractor was selected over a SEDB for work on the contract to review whether SEDB prices were substantially higher; and contact the SEDBs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SEDBs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.