

Request For Proposal



Solicitation No.: 2023-27-0910

JANITORIAL SERVICES AT THE BATON ROUGE METROPOLITAN AIRPORT

RFP Opening Date: October 12, 2023, at 2:00 PM, CST

**City of Baton Rouge/Parish of East Baton Rouge
Greater Baton Rouge Airport District**

NOTE TO PROPOSERS:

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

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background.....	4
	1.1.1 Purpose.....	4
	1.1.2 Goals and Objectives.....	4
1.2	Definitions.....	5
1.3	Schedule of Events.....	6
1.4	Proposal Submittal.....	7
1.5	Proposal Response Format.....	7
	1.5.1 Number of Response Copies.....	10
	1.5.2 Legibility/Clarity.....	10
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	11
1.7	Proposal Clarifications Prior to Submittal.....	12
	1.7.1 Pre-proposal Conference.....	12
	1.7.2 Proposer Inquiry Period.....	12
1.8	Errors and Omissions in Proposal.....	13
1.9	Proposal Guarantee.....	13
1.10	Performance Bond.....	13
1.11	Changes, Addenda, Withdrawals.....	13
1.12	Withdrawal of Proposal.....	13
1.13	Material in the RFP.....	13
1.14	Waiver of Administrative Informalities.....	13
1.15	Proposal Rejection.....	13
1.16	Ownership of Proposal.....	14
1.17	Cost of Offer Preparation.....	14
1.18	Non-negotiable Contract Terms.....	14
1.19	Taxes.....	14
1.20	Proposal Validity.....	14
1.21	Prime Contractor Responsibilities.....	14
	1.21.1 Corporation Requirements.....	14
1.22	Use of Subcontractors.....	15
1.23	Written or Oral Discussions/Presentations.....	15
1.24	Acceptance of Proposal Content.....	15
1.25	Evaluation and Selection.....	15
1.26	Contract Negotiations.....	15
1.27	Contract Award and Execution.....	15
1.28	Notice of Intent to Award.....	16
1.29	Debriefings.....	16
1.30	Insurance Requirements.....	16
1.31	Subcontractor Insurance.....	16
1.32	Indemnification.....	16
1.33	Fidelity Bond Requirements.....	16
1.34	Payment for Services.....	17
1.35	Termination.....	17
	1.35.1 Termination of this Agreement for Cause.....	17
	1.35.2 Termination of this Agreement for Convenience.....	17
	1.35.3 Termination for Lack of Appropriated Funds.....	17
1.36	Assignment.....	17
1.37	No Guarantee of Quantities.....	17
1.38	Audit of Records.....	18
1.39	Civil Rights Compliance.....	18
1.40	Record Retention.....	18
1.41	Record Ownership.....	18
1.42	Content of Contract/Order of Precedence.....	18

PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.43 Contract Changes 18
1.44 Substitution of Personnel..... 18
1.45 Governing Law 19
1.46 Claims or Controversies 19
1.47 Proposer’s Certification of Debarment and Suspension Compliance 19

PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services..... 20
2.2 Period of Agreement..... 20
2.3 Price Schedule 20
2.4 Deliverables. 20
2.5 Location 20
2.6 Proposal Elements 20
 2.6.1 Financial..... 20
 2.6.2 Technical..... 20

PART III. EVALUATION

3.1 Financial Proposal 22
3.2 Technical Proposal 23

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements..... 24
4.2 Performance Measurement/Evaluation..... 24

ATTACHMENTS

A Scope of Services and Exhibit 1 25
B Proposal Form 45
B-1 Pricing Schedule Example..... 47
B-2 Bidders Organization. 48
B-3 Corporate Resolution..... 49
C Insurance Requirements 50
D Federal Terms and Conditions..... 52
E Sample Contract..... 64

REQUEST FOR PROPOSAL

for

Janitorial Services at the Baton Rouge Metropolitan Airport

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge and Parish of East Baton Rouge (City-Parish) of Louisiana, a consolidated government entity, is accepting written proposals from qualified vendors for Janitorial Services at the Baton Rouge Metropolitan Airport. As the capital city of Louisiana, Baton Rouge is a vibrant and culturally rich community, located in the southeastern region of the state. Serving a population of over 450,000 people, the City-Parish is not only the most populous parish in Louisiana but also a central hub of diverse culture and historical significance. Home to an expansive medical corridor, impressive higher education institutions and many other major economic players, Baton Rouge is the economic engine of the state. The City-Parish's unique blend of backgrounds, coupled with its status as an economic and political center, results in a diverse array of public services and functions that require a robust and flexible workforce.

The City-Parish employs over 4,000 individuals (4,523 allotted positions) across numerous departments, categorized into 453 Classified, 88 Unclassified, 42 Fire, 26 Police, 9 Contract, and 7 Elected Official classifications. Its workforce spans a broad spectrum of roles, from public works and public safety positions in functions such as transportation, drainage, fire and police, to administrative and support roles in departments like Finance, Human Resources, Information Services, and the Airport.

1.1.1 Purpose

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District ("City-Parish") is accepting written proposals for Janitorial Services at the Baton Rouge Metropolitan Airport. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

The Baton Rouge Metropolitan Airport ("BTR") is an airport serving the nine-parish Baton Rouge region, which is owned and operated by the City of Baton Rouge/Parish of East Baton Rouge through the Greater Baton Rouge Airport District. BTR is a small hub facility providing commercial air travel connecting more than 1.6 million residents across south Louisiana. BTR, located six miles north of downtown Baton Rouge, is the second largest airport in Louisiana and hosts daily jet flights on three (3) major airlines to/from Atlanta, Charlotte, Dallas, Houston, and Washington, D.C. In 2022, the Airport served approximately 668,176 passengers on scheduled airline flights.

1.1.2 Goals and Objectives

It is important for Proposers to understand that the Airport environment presents a set of unique challenges which are not typical of an off-airport setting.

- 1) Facilities must be open three hundred and sixty-five (365) days a year. Passenger traffic levels fluctuate throughout each day as flights arrive and depart, and seasonally as travel ebbs and flows.
- 2) Airport-wide flight delays are not uncommon. Passenger traffic at the Airport is affected by weather not only here, but in other geographic regions as well.
- 3) The Airport is a non-smoking facility.

4) Each Proposer's employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the terminal areas and services, and knowledge of the community.

5) The Airport is subject to specific federal security requirements and Proposer employees will be required to abide by current and future security requirements at all times. All employees of the Proposer must pass a Transportation Security Administration (TSA) mandated security background check and shall be properly badged. Badges must be clearly displayed at all times in the post security locations.

6) Requirements for security screening of employees and goods are established by the Transportation Security Administration and may be changed from time to time. Proposer shall be responsible for complying with these requirements and any future requirements as well as any associated costs.

Goals of the Custodial Services Program

The goals for the Custodial Services Program are as follows:

- Consistently maintain the terminal building at the highest level of appearance, cleanliness, sanitation, and safety.
- Use state of the art techniques and equipment to maintain the integrity of the terminal building, with public health being the most critical priority.
- Provide high levels of custodial service to airport passengers, tenants, and employees with an emphasis on customer service.
- Provide professional services in a fiscally responsible manner.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes desirable.
- E. Contractor – means successful offer or who enters into a binding, written agreement.
- 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. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing.
- J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP Issued	09/08/2023
Pre-Proposal Meeting	09/28/2023
Deadline to Receive Written Inquiries	09/29/2023 @ 5:00 PM CST
Deadline to Answer Written Inquiries	10/06/2023 @ 5:00 PM CST
Proposal Opening Date (deadline for submitting proposals)	10/12/2023 @ 2:00 PM CST
Notice of Down Selection	N/A
Oral Discussions with Proposers (To be scheduled if City-Parish determines necessity)	On, or about, 10/19/2023
Notice of Award	11/09/2023 (Estimated Award Date)
Contract Initiation	12-01-23 Q4 (Oct-Dec) 2023 (Estimated Contract Beginning Date)

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

1.4 Proposal Submittal

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

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

Proposal Name: **Janitorial Services at the Baton Rouge Metropolitan Airport**

Solicitation No.: **Solicitation No: 2023-27-0910**

Proposal Opening Date & Time: **10/12/2023 at 2:00 PM CST**

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

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

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

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

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

Any questions concerning the scope of work or submittal process should be in writing and directed to Philip Gore at the address noted above or emailed to 270910BRAirportJanitorial@brla.gov. Any questions must be submitted no later than 5:00 p.m. (CST), Friday, September 29, 2023. All questions will be responded to in writing or via addendum no later than 5:00 p.m. (CST), Friday, October 06, 2023.

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

1.5 Proposal Response Format (Not to Exceed 20 Pages)

Proposals should be submitted as one cohesive and well-organized document that includes all of the components listed below. It is important that the document is structured in a way that allows for easy navigation and reference to all the required components. Additionally, please keep in mind the **maximum page limit of 20 pages** for the proposal response. However, the stated page limit does not apply to resumes or prior experience examples. Additional facts and information other than those listed below may be included if it will help to highlight your company's qualifications and experience Responses should effectively demonstrate the Proposer's capability to complete the Scope of Services outlined in a meaningful and innovative manner, while adhering to the required timeline.

All materials submitted in response to this RFP shall become the property of the City of Baton Rouge and shall be considered a part of the public record of the Airport except for any proprietary financial information that should be clearly marked as confidential.

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

Table of Contents

- Include a table of contents organized in the order contained herein.
- Ensure that the headings in the proposal align with the requirements listed for ease of review and scoring.

Cover Letter

- Provide a short narrative that introduces the company and the proposed team assigned to the account highlighting the special strengths of the company to perform the work requested in this RFP. The Cover Letter shall include the legal name of the Proposer, email address, telephone number, and the name, title, and signature of the person authorized to submit the proposal on behalf of the company. The Cover Letter should also acknowledge that the Proposer will comply with all the terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Airport.
- Confirm willingness to perform the services and enter into a contract with the City-Parish.
- Certify compliance with the signature authority required in accordance with Louisiana law.
- The letter must be signed by a current corporate officer, partnership member or an individual specifically authorized to submit the proposal as reflected in the appropriate records on file with the secretary of state or provide other acceptable documents indicating authority.
- The cover letter should also include:
 - Identification of the submitting Proposer.
 - Name, title, address, telephone number and email address of each person authorized to contractually obligate the Proposer.
 - Name, address, telephone number and email address of the contact person for technical and contractual clarifications throughout the evaluation period, if different from the above.

Technical Proposal

- **Executive Summary:** Provide a short outline of your high-level approach to the provision of services in addition to a summary of your qualifications to engage in a professional service relationship with the Airport. Clearly communicate why you believe your organization would be the best provider of janitorial services for the Airport.
- **Organizational Capacity and Track Record:** Provide information about the vendor's organizational capacity and successful track record in providing janitorial services within an airport or similar governmental context. Provide the vendor's ability to complete the Scope of Services (see Attachment A).
- **Prior Experience:** Present specific examples of prior engagements where the vendor provided janitorial services, demonstrating successful and above satisfactory outcomes. Highlight how these examples align with the City-Parish's goals and objectives (See Section 1.1.2).

- **Approach and Methodology:** Describe the vendor's proposed approach and methodology for conducting Janitorial Services, tailored to meet the unique needs of the Baton Rouge Metropolitan Airport. Clearly articulate how the proposed approach will address the specific goals of the Baton Rouge Metropolitan Airport. Provide details about the services and how it will meet the requirements of this proposal. Proposers shall submit sufficient information to allow the Selection Committee to evaluate how their Management and Operations Plan will achieve the goals of the Airport's Custodial Services Program.

- **Operational Plan**
 - Provide a statement of the Proposer's understanding of the services required under the Scope of Work and a narrative description of the proposed approach to the scope
 - Daily Cleaning Program - Describe the process of cleaning the Proposer would provide to meet the required scope of work
 - Provide a detailed narrative of all training programs provided to employees and supervisors. Include a detailed statement of your company's commitment to the safety of your employees, Airport employees, Airport tenants, passengers, and the general public. Include a description of any safety awareness and incentive programs you provide. Describe your company's method of record keeping for employee training on OSHA, Blood Borne Pathogens, and other required safety programs. Include the frequency of each training program and all documentation processes.
 - Provide a detailed statement of your company's commitment to Customer Service training and how you will ensure all your employees understand and provide outstanding Customer Relations

- **Staffing Plan - Please illustrate how the proposed location will be managed:**
 - Provide a detailed narrative of the Proposer's transition plan for the assumption of Services at the Airport. Include a description of the type of support the transition teams will have, the timelines involved, and how hiring and training will be implemented.
 - Describe the level of experience of the management team.
 - Provide a detailed narrative of how Proposer employees will be scheduled for shifts, including for lunch and other breaks, to ensure necessary coverage from 6 am – 12 am, seven days per week, with no gaps in regular service activity.
 - Submit an organization chart of Proposer personnel for positions including, but not limited to, Management, Supervisors, and Line Staff. Include a description of the specific tasks each position will perform and the estimated number of each position necessary to complete the Services.
 - Provide a detailed narrative describing how your company plans to control employee turnover. Describe employee retention incentives and appreciation programs.

- **Expertise and Qualifications:** Provide resumes summarizing the qualifications and experience of the members of the team who will be performing the services. Explicitly demonstrate the vendor's expertise, years of experience and qualifications of the proposed personnel, focusing on credentials, experiences, and abilities related to Janitorial Services and/or related job specifications. Describe the Proposer's specific experience with the ownership, management, and operation of Janitorial Services Operations. The narrative shall describe the company's qualifications to perform the scope of services, including past relevant experience and at least three (3) client references, with contact names and information.
 - Describe your company's experience working with other clients involving the size and level of the complexity of the proposed scope of services. Must include the type and number of years' experience providing custodial services.
 - Describe the qualifications and experience of the key personnel of your company. Must include the following:
 - Provide a brief description of all key personnel to be involved, and their relationship to the

services to be provided.

- The company must provide an Account Manager that will be the day-to-day contact person for the Airport. The Account Manager should have at least three (3) years of experience managing professional custodial services.
 - Attach resumes as part of an appendix to the Proposal.
 - Demonstrate the capacity and capability of the company with respect to such factors as cost control, quality of work, and ability to meet schedules.
 - Describe your company's experience working in East Baton Rouge Parish if any. Demonstrate an understanding of the local market conditions and how these would impact your proposed management and operations plan.
- **Small Entrepreneurships (MBE/SBE/WBE) Initiative:** Address how the vendor intends to utilize small entrepreneurships in conducting the study, including any qualifications or certifications related to minority-owned, women-owned, or small business enterprises participating in the proposal as part of the project team. Include the expected portion of the scope of work and budget the small entrepreneurship(s) will perform.

Financial Proposal

- Include the total cost for the entire scope of work and services provided. (see Attachment A). The total costs should be broken out into cost related to each task and should encompass all anticipated hours and expenses necessary to fulfill the project requirements.
 - Financial Consideration – Provide an hourly rate for labor:
 - Hourly rate X # of man hours/day = daily rate
 - ***Daily rate X 365 = annual cost***
- Prices proposed shall be firm.
- The total costs proposed by the Proposers should be submitted in Attachment B-1.
- If needed, the Proposer may provide a brief pricing narrative along with the maximum fee amount provided in Attachment B-1.
- The Proposer will not be reimbursed for any travel, per diem, photocopying or other related expenses unless specifically requested in writing by the City-Parish.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy on a CD or USB Flash Drive, and (1) redacted copy of the Vendor's proposal. Within each copy, the technical and financial proposals must be clearly marked and separated. The first page of the original proposal should be marked "Original", and the first page of the copies should be marked "Copy" (See Section 1.6).

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Non-Mandatory Pre-proposal Meeting

A non-mandatory pre-proposal meeting will be held in-person in the 1st Floor Conference Room located in the terminal of the Baton Rouge Metropolitan Airport on **September 28, 2023, at 11:00 AM CST**. Attendance of the pre-proposal meeting is encouraged, but not required to receive an award for this project. (See Section 1.3 – Schedule of Events)

1.7.2 Proposer Inquiry Period

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

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

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

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

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

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

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

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

City of Baton Rouge/Parish of East Baton Rouge
Attention: Philip Gore
Purchasing Division
222 Saint Louis Street, Room 826 Baton Rouge, LA 70802
E-Mail: 270910BRAirportJanitorial@brla.gov
Phone: (225) 389-3259

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (not required for this RFP)

1.10 Performance Bond (not required for this RFP)

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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

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

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.21.1 Corporation Requirements

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

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

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

1.22 Use of Subcontractors

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

1.23 Written or Oral Discussions/Presentations

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

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

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

1.24 Acceptance of Proposal Content

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

1.25 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 set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

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

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

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

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

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

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

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

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

1.29 Debriefings

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to 270910BRAirportJanitorial@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

1.30 Insurance Requirements

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

1.31 Subcontractor Insurance

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

1.32 Indemnification

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

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

1.33 Fidelity Bond Requirements (not required for this RFP)

1.34 Payment for Services

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

1.35 Termination

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

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

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

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

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

1.36 Assignment

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

1.37 No Guarantee of Quantities

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

1.38 Audit of Records

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

1.39 Civil Rights Compliance

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

1.40 Record Retention

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

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

1.45 Governing Law

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

1.46 Claims or Controversies

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

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

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

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

1.47 Proposer's Certification of No Suspension or Debarment

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

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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is as outlined in Attachment A.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about the **fourth quarter (Oct-Dec)** of 2023 and shall cover all project components through project completion.

2.3 Price Schedule Example

Prices proposed by the Proposers should be submitted on the Price Schedule (Example), or similar, as Attachment B-1, accompanied by the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes City-Parish to consider for proposed services. Prices shall include delivery of all services.

2.4 Deliverables

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

2.5 Location

The proposed services must be performed with in-person attendance at the Baton Rouge Metropolitan Airport.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP Janitorial Services at the Baton Rouge Metropolitan Airport that you wish the City-Parish to consider.

2.6.2 Technical

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

- Firm's capacity to address the City-Parish's scope of work.
- Demonstration of the firm's prior experience in providing janitorial services.
- Proposed Strategy of the firm in representing the City-Parish in conducting the job specification.
- Capability and qualification of the proposed personnel.

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

PART III EVALUATION

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 Greater Baton Rouge Airport Commission and City-Parish Metropolitan Council for authorization to enter into a contract.

The selection process shall be as follows:

- o A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.
- o The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.
- o Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Proposer to the Airport for approval. The Airport reserves the right to accept or reject any Selection Committee recommendation. The Airport further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.
- The Selection Committee shall operate as follows:
 1. Each member of the Selection Committee shall independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
 2. Based upon each member's evaluation of the Proposals, each member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each proposer in order to establish up to three (3) of their top firms from the list of firms under consideration.
 3. On the first ballot and based on their respective scoring, each member shall then vote for his top three firms in accordance with the following weighted voting schedule:
 - a) Three points for the first rated firm
 - b) Two points for the second rated firm
 - c) One points for the third rated firm

Each member shall sign and turn in both their score card and ballot sheet to the selection board recorder.

4. The score of all firms shall then be totaled and up to the top three (3) highest ranking proposers shall then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms shall be considered in the subsequent rounds as well.
5. On the second ballot, each member of the Selection Committee shall then vote for only one (1) proposer from the list of the top three (3) highest ranking proposers. For a proposer to be selected it must receive a simple majority of the votes being cast by the Selection Committee members voting.

6. If a firm does not receive a simple majority, an additional ballot shall be taken with the top two (2) highest ranking proposers, as described in No. 7 below.
7. Once the top two (2) highest ranking proposers have been obtained, a third ballot (or a fourth ballot, if necessary) shall be taken until one (1) proposer receives a simple majority of the votes being cast. If no proposer receives a simple majority of the votes being cast after these two (2) rounds of balloting, the following tie breaking procedure shall be followed:
 - 1st Tie Breaker:** The first tie breaker shall be the total number of votes the proposer received on the first round ballot. If both proposers received the same number of total points the second tie breaker shall be utilized.
 - 2nd Tie Breaker:** The second tie breaker shall be the total number of points each proposer received during the evaluation process. If both proposers received the same number of points, the following tie breaker shall be utilized.
 - 3rd Tie Breaker:** The Director of Aviation shall select one of the two firms.
8. The Selection Committee reserves the right to discuss the proposers being considered prior to any voting or balloting.
 - o Following the acceptance of a proposal, the selected Proposer and the Airport 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 on behalf of the Greater Baton Rouge Airport District would be obligated.

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

3.1 Financial Proposal

The following financial criteria will be evaluated:

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

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm.

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

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

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

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

3.2 Technical Proposal

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

	Points
1. Company's experience, qualifications, and resource capability for required services	0-30
2. Reference and client list.	0-15
3. Management and operations plan.	0-30
4. SEDB Plan and Implementation.	0-10
5. Cost to Airport.	0-15
Grand Total for Written Proposal	100

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative.

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

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

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

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

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

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

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

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

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance requirements are as outlined in Attachment A.

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



Attachment A
Scope of Services
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

GENERAL:

The intent of this proposal to establish prices for janitorial services at the Baton Rouge Metro Airport, at 9430 Jackie Cochran Drive. The Contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in conjunction with work hereunder. The evaluation of the maintenance offered and the determination of the most qualified proposal by a vendor will be the sole responsibility of the Purchasing Division after consultation with the using agency. Prices provided are to include all labor, equipment and insurance to provide services specified herein.

The Contactor shall provide all supervision, labor, insurance, cleaning materials, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. This contract requires a minimum of **FOUR (4)** janitorial staff, one of which is an on-site supervisor who is also performing janitorial services. Contractor will provide supervision of janitorial services as outlined herein. The agency representative shall oversee the contracted service. **A full list of required detailed custodial services can be found in Exhibit 1.**

This contract requires a minimum of 4 janitorial staff working at the BATON ROUGE METRO Airport complex during all hours of operation. One staff member must be an on-site supervisor as defined herein. There must be a minimum of 4 backup/pool employees which includes a backup on-site Supervisor who will act as substitute employees in case of absences. Janitorial staff and backups must have cleared background checks and drug screens prior to services beginning under contract. Anyone performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work (INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS) at the Airport shall have in their possession a valid Airport ID badge.

The Contractor is responsible for completing all required tasks seven (7) days a week, between the hours of 6:00 a.m. – 12:00 a.m. The Contractor is responsible for designating a minimum of one working supervisor and insure that a working supervisor is present onsite 7 days / week, between the hours of 6:00 a.m. – 12:00 a.m.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing. Contractor's employees shall wear long pants while working at the airport. Shorts, sweat pants, leggings, or other exercise clothing is not acceptable attire. Closed toed shoes shall be worn by all employees of the contractor while working at the airport (no sandals, flip flop, slides, slippers, etc. can be worn due to safety concerns). While at work, the Contractor's uniform shall be visible to easily identify their employees. Contractor's staff must be able to communicate and speak English.

The city reserves the right to add or subtract square footage and service days from this contract as shops / offices move in or out of the BR Metro Airport Building. In the event square footage is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.

The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The bidder is responsible for verifying the size and condition of the facility and submit in writing any discrepancies found during the inquiry period.

Approximate square footages of cleaning areas:

1st floor:

2,273 sq. ft. bathrooms
67,586 sq. ft. pre-security area
3,300 sq. ft. Airport operations offices
14,000 sq. ft. TSA operations Offices

2nd floor

4,250 sq. ft. bathrooms
19,456 sq. ft. pre-security area
48,453 sq. ft. past security area

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees. Repairs of any damages will be handled by the Airport or any of its designated contractors. The cost for these repairs will be billed back to the Contractor by the Airport.

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

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

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

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

The Contractor shall purchase all licenses, permits, insurances, and paying all applicable Local, State, and Federal taxes deemed necessary to perform the contractual duties listed herein.

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

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

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

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

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

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

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

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

Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All personnel are required to wear a uniform, that shall consist of some type of shirt, sweatshirt, smock with the company logo large enough to easily identify the which company the wearer is working for at all times. In addition, proper long pants shall be worn, (e.g. jeans, khaki pants, etc.). NO workout attire, (e.g. sweat pants, leggings, shorts, etc.) is allowed. FULLY enclosed footwear is required for safety reason. NO sandals, open toed shoes, slides, or slippers, will be allowed to be worn when working at the Airport. **The use of cell phones and any type of headphone or earbud devices is prohibited.** All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

PERFORMANCE OF SERVICE: All areas are to be maintained **seven (7)** days and nights a week including holidays. The Airport will designate a representative of the facility to act as liaison with the Contractor for coordination with the Contractor crew leader and/or their supervisor. The Airport will also inspect all work on a daily basis. Should the performance fall below the levels specified in this document, the Contractor will receive written notice as to such defects and a prorated fee will be deducted from the monthly invoice. Should the unsatisfactory performance continue, the contract will be terminated.

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

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

SCHEDULING WORK AND REPORTING: The Contractor shall submit to the Agency representative a weekly work report of jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed.

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

CONTRACTOR'S PERSONNEL: The Contractor's employees shall report to the Police/ARFF personnel upon arrival and departure of work crews by contacting the ARFF dispatcher by the use of a house phone and dialing 3-3-3. Not calling in or missed calls shall be considered as being absent from work and can result in deductions taken from monthly invoices and result in deficiency reports. Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity.

SECURITY: The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metro Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. Violators will be prosecuted.

Anyone performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work (INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS) at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting (\$50), training, Renewal fee (\$30), badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. After the contractor is finished with the project all Airport ID badges must be returned to the Airport Police Department. **If a security badge is not returned or lost it is an automatic \$250.00 charge.**

SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT: The Agency requires TSA / FBI Criminal Background Checks before and during the contract period and reserves the right to deny employee access to jobsite depending information in background check. The Airport also reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed.

KEYS: Contractor is to be responsible for all keys issued. The airport will furnish only four (4) sets of keys at the beginning of the contract. Any additional sets of keys are the sole responsibility of the contractor—Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations. All lost keys shall be replaced by the contractor, at their expense, at the time of loss.

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

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

DISPOSAL OF WASTE: It shall be the responsibility of the Contractor to dispose of any and all waste liquids off site and in compliance with all federal, state, or local laws and regulations. No chemicals, strippers, wax, etc. shall be disposed of in plumbing fixtures, floor drains, or storm drains.

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

FORMULA FOR CALCULATING Daily Rate

Cost: Minimum required man hours (QTY.) x Unit Price per man hour. = **Daily Rate**

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

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

PROPOSER EMPLOYEE BREAKROOM: Employees of the Proposer will have access to and permission to use an airport designated employee breakroom.

CONTRACTOR SUPERVISION: The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency. The Contractor is responsible for the management and scheduling of work to be performed under this contract. Contractor will meet with the City Parish representative prior to the contract commencing to discuss contract service requirements.

EMPLOYEE CELL PHONE AND RESPONSIVENESS: The Proposer will provide an on-duty cell phone for use by the on-site custodial supervisor. This requirement will supply ONE contact phone number for the Airport staff to contact the on-site supervisor when needed. Custodial requests may be made for any number of custodial responsibilities such as spill cleanup, spot cleaning, supply replenishment, etc. Custodial employees must answer or return calls made to the on-duty cell phone within 10 minutes during hours of operation.

CONTRACT MANAGER: The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager (this is not the on-site shift supervisor). This information must be kept current throughout the contract, with written notice given to the Agency representative, currently **Dave Gordon**. dgordon@brla.gov

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

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

ON-SITE SUPERVISOR: Supervisory personnel shall manage and supervise janitorial work as specified under this contract. The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position must have prior approval. Any change in telephone/beeper numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

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

Qualifications of Personnel:

The personnel employed by the Contractor shall perform janitorial work as specified under this contract and with a minimum level of supervision. The building shall be staffed beginning the first day of work under the contract.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Agency reserves the right to require the Contractor to replace any employee deemed unsatisfactory in the performance of services rendered. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines or search any desks.

The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a professional manner and that they will not permit use of the facility for purposes other than those specified herein.

The Contractor shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement

SUPPLIES/EQUIPMENT:

NOTE: NO BLEACH IS ALLOWED TO BE USED AT THE AIRPORT FOR CLEANING PURPOSES.

The Agency will furnish the following:

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of work.
2. Hot and cold water as necessary.
3. Space in the buildings for the storage of an inventory of supplies and equipment, which will be used in the performance of the work under the contract.
4. Paper products, i.e. toilet tissue, paper towels, hand soap, air fresheners, urinal screens and cakes, trash can liners, toilet seat covers and cleaning chemicals (also known as "consumables").
5. A room set aside for contractor's staff to take their allotted breaks. The contractor's staff will be responsible for keeping this area clean as needed. (This space is not part of the billable cleaning area).

The Contractor will furnish the following:

1. The Contractor shall furnish all equipment, (**SEE MANDATORY MINIMUM LIST BELOW TO INCLUDE, BUT NOT LIMITED TO**) mops, brooms, cleaning rags and towels and all other items and materials necessary for the performance of the work of this contract and to maintain the cleanliness and sanitation of the building at no additional charge to the Agency. All towels shall be of a **LINT FREE** type for cleaning various surfaces without leaving **ANY** particles or fabric behind. Paper towels shall not be used for routine cleaning of surfaces. If the Contractor does not provide proper equipment, the Contractor will be deemed to be in default. All equipment must be maintained in clean and good working conditions, free of visible damage or holes that can cause spills to occur.
 - a. Two vacuum cleaners (one per floor)
 - b. Two dust mops (one per floor)
 - c. Three cleaning carts capable of carrying all cleaning chemicals and tools needed to complete work without multiple trips to supply closets.
 - d. Three mop buckets
 - e. Three mop assemblies
 - f. Three regular brooms
 - g. Three dust pans
 - h. Three rolling trash collection containers
 - i. Three long handle dusters
 - j. Two long handle squeegees for glass cleaning
2. Contractor shall supply all calibrated cleaning equipment, vacuum cleaners meeting or exceeding EPA emission standards. Heavy duty commercial type vacuum cleaners for carpet and hard floor surfaces, and vacuum accessories/equipment for vacuuming upholstered furniture is required. Equipment with frayed cords is prohibited. An area is provided for storage of equipment. This area shall be kept clean and odor free. The storage area door shall be locked at all times.

******* IMPORTANT *******

MRSA (Methicillin-resistant staphylococcus aureus)

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

The product used must be left on the surface for 2 minutes or as designated by the solution's directions, then dried. Each product will have slightly different instructions.

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

The current CDC guidelines can be found at:

https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf

Exhibit 1
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION
SPECIFICATIONS

AREAS TO BE SERVICED

1ST Floor Non-Secure and Secure Sides

1. Terminal and ticket areas
2. All restrooms in terminal (including Operations areas) and rental car garage
3. All airline company offices including baggage services
4. All elevators (3) and escalators (2)
5. Rental car building
6. Interior of walkway from rental car building to rental car garage
7. Clean interior/exterior glass of parking garage vestibules
8. Stairwell in rental car garage
9. Conference room
10. Interior and Exterior of glass wall in executive parking area.
11. All furniture in public areas.
12. Interior and Exterior of windows across the terminal front.
13. TSA Operations Office
14. Airport Operations Office
15. Airline Operations Office Areas

2nd Floor Terminal Non-Secure Side

1. Clean sky bridge from parking garage door to Security Checkpoint
2. Clean Non-secure side of Security Checkpoint and Exit Lane
3. Fountain Rim and ledges
4. All restrooms
5. Vending Area
6. Interior glass
7. Exterior security glass
8. All furniture in public areas
9. Stairwells (2)

2nd Floor Terminal Secure Side

1. All restrooms in "A" (3) and "B" (2) concourses (5 total)
2. All gate areas "A" (4) and "B" (5) concourses (9 total)
3. Art gallery
4. Business Center
5. Reading Room and Chapel
6. Children's Playroom
7. Secure side of Security checkpoint area and exit lane
8. Rotunda area
9. All elevators (2)
10. Interior of all jet bridges (6)
11. All interior glass in "A" and "B" concourses
12. Service Hallway
13. Vending Area
14. All furniture in public areas
15. Service animal relief area (concourse A)
16. All stairwells in the "A" (3) and "B" (2) concourses (5 total)

DAILY CLEANING SCHEDULE

ALL RESTROOMS (COMPLETE CLEANING, FOUR TIMES PER DAY, TWO TIMES PER SHIFT MINIMUM OR AS NESSECARY/UPON REQUEST BY THE AGENCY)

DAILY (Seven Days per Week)

1. Sweep and mop floors.
2. Clean all surfaces of basins, bowls, and urinals with a germicidal detergent. Wipe excess off same and adjacent walls, fixtures, partitions (including sink edges).
3. Clean and refill restroom dispensers with supplies, making sure that there is no soap residue in spout of dispenser. Remove wrapper of toilet tissue if needed.
4. Wash and polish mirrors, washbasins, basin fixtures, and bright work. Make sure that there is no residue buildup at the base of the bright work or basin fixtures.
5. Wash both sides of toilet seats with germicidal detergent. Wipe splatter off adjacent walls, fixtures, and partitions.
6. Dust partitions, partition doors, and hardware ledges.
7. Spot clean restroom walls, partitions, and partition doors. Remove all streaks, smudges, fingerprints, and graffiti.
8. Empty and remove trash. Replace plastic waste receptacle liners each time as required.

REPORT ANY DAMAGE IN ANY AREA TO THE TERMINAL FACILITIES MANAGER IN A WRITTEN LETTER, E-MAIL OR TEXT.

WEEKLY

1. Dust light fixtures.
2. Dust air diffusers and HVAC air return vents.
3. Fill floor drain with water.
4. Wipe down base boards and walls.

MONTHLY

1. Wash down partitions, including doors, hinges and seems.
2. Wash air diffuser and return vents.

AS REQUESTED (usually bi-annually)

1. Wash light fixtures inside and out. There are approximately 700 light fixtures in the Airport.

AREAS TO BE CLEANED:

TERMINAL, AIRLINE TICKET AREAS, AIRLINE GATE AREAS, AIRLINE OFFICES, RENTAL CAR BUILDING, WALKWAY TO RENTAL CAR GARAGE, RENTAL CAR GARAGE ELEVATOR LANDING AREAS (ALL FIVE (5) FLOORS, STAIRWELLS ELEVATORS, ESCALATORS, SKYBRIDGE, SECURITY CHECKPOINT (PRE AND POST SECURITY), PARKING GARAGE BREEZEWAYS, JET BRIDGES, CONFERENCE ROOM, ROTUNDA, CHAPEL, READING ROOM, ART GALLERY AND CONCOURSES:

DAILY (Seven Days per Week)

1. Vacuum carpets as needed.
 - a) Spot clean all carpeted areas for stains, spots, etc.
 - b) The spot cleaning solution should be appropriate for spot cleaning carpets.
 - c) Remove all gum, tar, staples, paper clips and loose debris where necessary.
 - d) Vacuum all carpeted areas — including conference rooms and offices.
 - e) Vacuum all floor mats.
2. Sweep all hard surface floors being sure to clean under seats, cars, and furniture, to include corners and edges, and remove gum and other debris not removed by sweeping and mopping.
3. Clean spots and spills as necessary.
4. Clean all walls, doors, and floors of all elevators being sure to include edges, corners, and elevator tracks.

AREAS TO BE CLEANED

DAILY (Seven Days per Week) continued:

5. Clean all counters, window ledges, handrails, and furniture.
6. Spot clean walls and glass partitions removing fingerprints from walls and doors.
7. Clean upholstered furniture.
8. Dust walls and doors.
9. Dust and clean baseboards.
10. Empty and clean all ash trays along terminal front.
11. Empty all trash cans throughout facility (removal of the old bag each time is REQUIRED).
12. Empty all recycling bins throughout facility.
13. Dust FIDS/BIDS monitors throughout facility.
14. Clean stainless steel throughout facility.
15. Sweep and mop all Airline ticket counter offices.
16. Clean passenger waiting glass, both sides.
17. Wipe down all conveyor belts.
18. Restrooms
 - a) Clean, polish and disinfect all restroom fixtures, including sinks, toilets, urinals and dispensers removing mineral build-up and stains.
 - b) Clean and disinfect tile walls.
 - c) Sweep, wet mop and disinfect floors.
 - d) Clean and polish all chrome fixtures.
 - e) Clean and polish mirrors.
 - f) Clean and polish stainless steel partitions.
 - g) Restock paper products such as paper towels, toilet tissue, toilet seat covers, hand soap, liners, and deodorant products
19. Stairwells
 - a) Sweep stairs and landing.
 - b) Wet mop stairs and landing. (daily if needed; otherwise WEEKLY)
 - c) Dust handrails.

WEEKLY

1. Completely vacuum **ALL** carpets to include corners, edges, under seating, and furniture, behind ticket counters and boarding gates.
 - a. Spot clean all carpeted areas for stains, spots, etc.
 - b. Remove all gum, tar, staples, paper clips and loose debris where necessary.
 - c. Vacuum all carpeted areas — including conference rooms and offices.
 - d. Vacuum all floor mats.
2. Remove cobwebs from **ALL** areas “Top-to-bottom”, “side-to-side”.
3. Sweep ALL stairwells. Mop as needed.
 - a. Police stairwells for cobwebs, paperclips, loose debris, etc.
 - b. Wet mop stairs and landing (if not needed daily)
4. Clean all glass including interior and exterior of checkpoint.
 - a. Clean and polish inside and outside of entrance glass doors.
 - b. Spot clean all interior glass doors.
 - c. Spot clean interior partition glass.
 - d. Clean glass doors and exterior surfaces of directories and show cases.

5. Wash trash cans.
6. Elevators
 - a. Spot clean carpeted area to remove gum, tar, paperclips, debris, etc.
 - b. Vacuum carpeted area.
 - c. Clean and polish chrome/steel interior and exterior.
7. Exterior Grounds
 - a. Empty all exterior trash and cigarette receptacles.
 - b. Police exterior grounds for litter, cigarette butts, etc. in close proximity to all building entrances, and sidewalks.
 - c. All areas around the outside dumpster area must be clean and free of debris. No boxes should be left on the ground.

MONTHLY

1. Clean air diffusers and return vents.

EXTERIOR/INTERIOR LOW LEVEL GLASS CLEANING (BELOW 15ft)

WEEKLY

1. Interior and Exterior security glass.
2. Interior glass on concourses A and B.
3. Interior and exterior of glass across the terminal front.
4. Interior sky bridge glass from parking garage to building.
5. Clean interior/exterior glass of parking garage vestibules.
6. Interior and Exterior of glass wall in executive parking area.
7. Interior and Exterior glass of walkway from rental car building to rental car garage.

NOTE: Low level glass cleaning is window cleaning below 12 ft. and above 12 ft. is considered high level cleaning.

ADDITIONAL AREAS TO BE COVERED ON WEEKENDS ONLY
(ALL AREAS TO BE SERVICED TWICE DAILY)

AIRLINE/TSA OPERATIONS

- Sweep and mop floors
- Vacuum carpet
- Clean all restroom surfaces and fixtures (2 restrooms)
- Clean wall and ceiling surfaces for dust and cobwebs
- Clean windows (inside and outside)
- Remove all trash and replace bags

AIRPORT OPERATIONS

- Sweep and mop floors
- Vacuum carpet
- Clean all restroom surfaces and fixtures (2 restrooms)
- Clean wall and ceiling surfaces for dust and cobwebs
- Clean windows (inside and outside)
- Remove all trash and replace bags

DEFINITIONS OF TERMS USED: METHODS OF CLEANING

NOTE: NO BLEACH IS ALLOWED TO BE USED AT THE AIRPORT FOR CLEANING PURPOSES.

Daily: Seven (7) days per week cleaning cycle

Cycle Cleaning: To clean on a continuous basis i.e., police trash from floors in all areas, spot clean walls, glass, and seating areas, to monitor restrooms, police outside entrance areas of the terminal and all ash receptacles, etc.

Restroom Complete Cleaning: "Top-to-bottom," "side-to-side" all areas at a minimum of **FOUR TIMES PER DAY, (TWICE PER SHIFT)**.

Damp mopping is a well wrung out mop being used to pick up soil without previously laying down a film of solution. Mops shall be stored fully wrung out to prevent odor build up. Mop water shall be changed before each use and poured out after each use.

Wet mopping is when a film of solution is laid down on the floor that will need to be picked up with a well wrung out mop or wet vacuum. Mops shall be stored fully wrung out to prevent odor build up. Mop water shall be changed before each use and poured out after each use.

Spot cleaning of carpeted areas is defined as cleaning small areas of the carpet using a cleaning solution applied with a microfiber towel.

Dust mopping is the cleaning, removing of dry soils without adding liquid. Because dust mopping is usually done dry, it also allows the floor to be cleaned while the area is being used.

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

The product used must be left on the surface for 2 minutes or as designated by the solution's directions, then dried. Each product will have slightly different instructions.

The Contractor will be responsible for furnishing the Agency with all Material Safety Data Sheets applicable to the products and chemicals being furnished and used under this contract.

RECYCLE MATERIALS: Identify recyclable materials and dispose appropriately.

Remove Trash

All waste receptacles and other containers within the area shall be emptied (**BAGS SHALL BE REMOVED AND A NEW BAG INSTALLED, EACH TIME**) and returned to their initial location. Boxes, cans, papers, etc. placed near a trash receptacle and marked "Trash" shall be removed from the area and emptied into a designated trash receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Any soiled or torn plastic trash can liners shall be replaced. The wastebaskets shall be damp-wiped with neutral detergent from a spray bottle and a clean sponge or cloth to remove soil. Wet spills on the interior of wastebaskets shall be removed. Lotion-type cleansers and an abrasive pad shall be used to remove soil. In the restrooms, and food vending areas, germicidal detergent will be used in place of neutral detergent.

Empty Ash/Receptacles

Individual ashtrays within the area shall be emptied and returned to their initial location. Sand in cigarette butt receptacles shall be strained to remove ashes and debris. The receptacles and ashtrays shall be damp wiped with a sponge to remove evident soil. Stubborn stains on receptacles shall be removed with lotion-type cleaners and clean cloth or sponge.

Clean Drinking Fountains

Disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be dried with a clean cloth and shall be free from streaks, stains, smudges, scales, and other removable soil.

Clean Building Surfaces

Lamb wool dusting tool or tank vacuum with dusting attachments shall be used to dust, lint, litter, dried soil, etc. from all building surfaces. After cleaning, all building surfaces shall have a uniform appearance, free of streaks, smudges, dust lint litter etc. Cleaning shall be accomplished by the complete removal of soil from the area. In food vending areas, a cloth of sponge dampened with germicidal detergent shall be used in place of a dusting tool or a cloth.

Dust Furniture

A lightly treated dust cloth and a spray bottle of neutral detergent or glass cleaner shall be used to remove all dust, lint, litter, dry soil, etc. from the surface of desks, chairs, cabinets, and other types of furniture equipment. Dusting shall be defined as the complete removal of soil from the surface(s).

Clean Furniture

A sponge, clean cloth, and spray bottle of neutral detergent or glass cleaner shall be used to remove smudges, fingerprints, marks, streaks, etc. from washable surfaces of furniture such as desks, chairs, cabinets, tables, and other furnishings. Unsealed wood furnishings shall be completely cleaned with wood polish and a clean, dry cloth. After cleaning, the surfaces shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil. Wood furniture shall not have an oily texture when the surface is rubbed lightly with the fingertips.

Clean Entrance Glass (Both Sides) &

Pedestrian Walkway Glass from Parking Garage to Building (One Side)

Using glass cleaner, a window brush, squeegee, spray bottle of glass cleaner solution, sponges, and clean cloths, both sides of entrance glass and entrance doors, and windows immediately adjacent to entrance doors shall be cleaned completely. The surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all smudges, stains, streaks, etc. Non-glass surfaces such as doors shall also be completely cleaned using neutral detergent and a clean cloth and sponge to remove smudges, streaks, hand prints, etc. Areas adjacent to entrance glass that are soiled by the cleaning shall be completely cleaned and restored to their original condition.

Dust Mop/Sweep Non-Carpeted Floors

Prior to sweeping or dust mopping, the floors shall be policed to remove all surface litter such as paper, gum, rubber bands, paper clips, spills, etc. Use a putty knife to remove gum, tar, and other sticky substances from the floor. On resilient tile, terrazzo, wood, sealed concrete and other smooth finish floor surfaces, use a treated dust mop, dustpan, and counter brush to remove accumulated soil and litter. Large open areas may be swept using a powered sweeper or other labor saving device. The entire area shall be swept, collected, and disposed of in a more easily accessible area. The entire area to be swept shall be thoroughly cleaned. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath. All areas, such as underneath chairs or other furnishings that are accessible, shall be swept. After the floor has been swept or dust mopped, the floor surfaces, including corners and abutments, shall be free of streaks and litter. Areas such as corners and other surfaces not immediately accessible to the dust mop or broom shall be swept with the counter brush and all sweepings collected into the dustpan and disposed of.

Spot Mop Non-Carpeted Floors

Spot mopping shall be performed to remove stains and soil not removable by using dry cleaning methods on hard floors. Spot mopping shall be accomplished using a well-wrung mop, and neutral detergent. After spot mopping, the floor surfaces shall present a uniform, clean appearance, free of spills, spots, and **CAUTION WET FLOOR** signs shall be placed in the area being spot mopped.

Partially Vacuum Carpet

Prior to partially vacuuming carpeted floors, the area shall be policed to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc. Use a carpet vacuum with beater bar or brush to remove any obvious soil on the surface of the carpet. The beater bar/brush shall be adjusted to correspond to the pile height of the carpet. After being partially vacuumed, the carpeted floor shall be free of all visible litter, dust and soil.

Remove Spots from Carpets

Using a spray bottle containing liquid carpet shampoo and water solution, a small nylon brush, and sponge or clean cloth, spray the affected area with a light solution of carpet shampoo. Using a lateral scrubbing motion, scrub the shampoo into the spot in a motion that tends to draw the size of the spot toward the center and not spread it in size. After scrubbing, blot the spot with the clean cloth or sponge. If spots cannot be removed by this method, consult the Supervisor before proceeding further. After cleaning, the carpet should be free from visible spots and stains and the area should be vacuumed.

Clean Mirrors

Using a solution of glass cleaner in a spray bottle and a clean cloth, spray all surfaces of mirrors in restrooms with the glass cleaning solution. Then, use the clean cloth to remove soil, streaks, smudges, film, etc, from the surfaces of the mirrors. The surfaces must be polished with the dry cloth until all visible signs of streaks, smudges, film, etc., have been completely removed and it presents a uniform, clean appearance. The frame of the mirror should also be cleaned using the same method. Shelves and other adjacent areas should also be cleaned using this procedure.

Thoroughly Clean Stairs

A clean sponge and cleaning solution shall be used to wipe down stairs to remove dirt and soil. However do not, under any circumstances, wash stair treads

Refill Paper Dispensers

All paper towels, toilet tissue, and other paper dispensers shall be filled to the proper fill level. The dispensers and adjacent surfaces shall be wiped with germicidal detergent to remove hand prints and smudges. The Airport is responsible for providing all paper products and trash can liners.

Refill Soap Dispensers in Restrooms

Soap dispensers shall be filled to the proper fill level. The product shall be correctly installed in accordance with the requirements of the dispenser or using manufacturer's instructions. Hand soap dispensers and adjacent surfaces shall be wiped clean to remove any spillage created during the refilling process. The device should be checked for proper operation; inoperable devices or missing parts should be reported to the Airport Representative.

Clean and Disinfect Sinks/Toilets/Urinals

A germicidal detergent from a spray bottle, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and lotion-type cleaner shall be used to completely clean and disinfect all exposed surfaces of sinks, toilets, partitions, and urinals. The cleaning includes the drying and polishing of all exposed hardware. Additionally, toilet seats must be completely dry after cleaning. The lotion-type cleanser should be used to remove stubborn soil that cannot be removed by the application of germicidal detergent from a spray bottle. The interior of toilets and urinals should be scoured using a bowl mop. After the interior has been scoured, the fixture should be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixtures should present a clean, bright, shiny appearance. They should be free of all visible soil, streaks, oily smudges, etc. Inoperable or broken fixtures should be reported immediately to the supervisor.

Descal Toilet and Urinals

Non-acid-type bowl cleanser and a nylon bowl mop shall be used to remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. The cleaner shall be applied directly to the bowl mop and taken to the surface to be cleaned.

Dust Hanging Pictures

Using care, hanging pictures and other decorative wall hangings shall be dusted with a feather duster around frame tops, sides, and bottom. Glass shall be lightly dusted.

Dust Handrails

With clean cloth, handrails shall be spot wiped remove dust, cobwebs, oily film, etc.

Clean Handrails

A clean sponge and cleaning solution shall be used to wipe down handrails removing fingerprints, stains, and soils.

Thoroughly Clean Stairs

A clean sponge and cleaning solution shall be used to wipe down stairs to remove dirt and soil. However do not, under any circumstances, wash stair treads.

Vacuum Upholstered Furniture

A furniture attachment to a canister vacuum or equivalent shall be used to thoroughly vacuum all upholstered surfaces of chairs and sofas. Spot clean when necessary to remove stubborn stains.

Wash Both Sides of Exterior Glass

Shall be defined as the complete removal of smudges, tape, oily film, cobwebs, dust, and other types of soil from both sides (interior and exterior sides) of the glass and frames of exterior windows, doors, vestibules, etc. A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. The glass and frame shall be rinsed to remove and detergent solution residue. After washing, the glass areas shall be free of smudges, tape, oily film, cobwebs, dust, and all other types of soil, streaks, and water marks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces.

Wash Both Sides of Interior Glass

Shall be defined as the complete removal of smudges, tape, oily film, and other types of solid from all glass areas (this includes both glass in exterior doors and vestibules). A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. After washing, the glass areas shall be free of dust, smudges, oily film, tape and all other types of soil, streaks, and water marks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces.

Wash Interior Walls

This process is defined as removing all visible soil, smudges, tape remnants, film, etc, from painted wall surfaces. Where dusty conditions exist, the wall shall first be dry-cleaned using a non-treated dusting tool. A neutral detergent or solvent based cleaner shall be used to remove soil. The product used must not remove paint or alter the appearance of the surface. The wall shall be washed using a method to avoid streaking. All detergent residue, film and soil must be removed from the wall. After washing, the wall shall be dried using clean cloths. The washed wall shall have a uniform appearance with all visible soil, streak, etc, removed and the paint not damaged. The areas adjacent to the surface shall also be cleaned of splashes, drip marks, etc, caused by the wall washing.

Clean Venetian Blinds

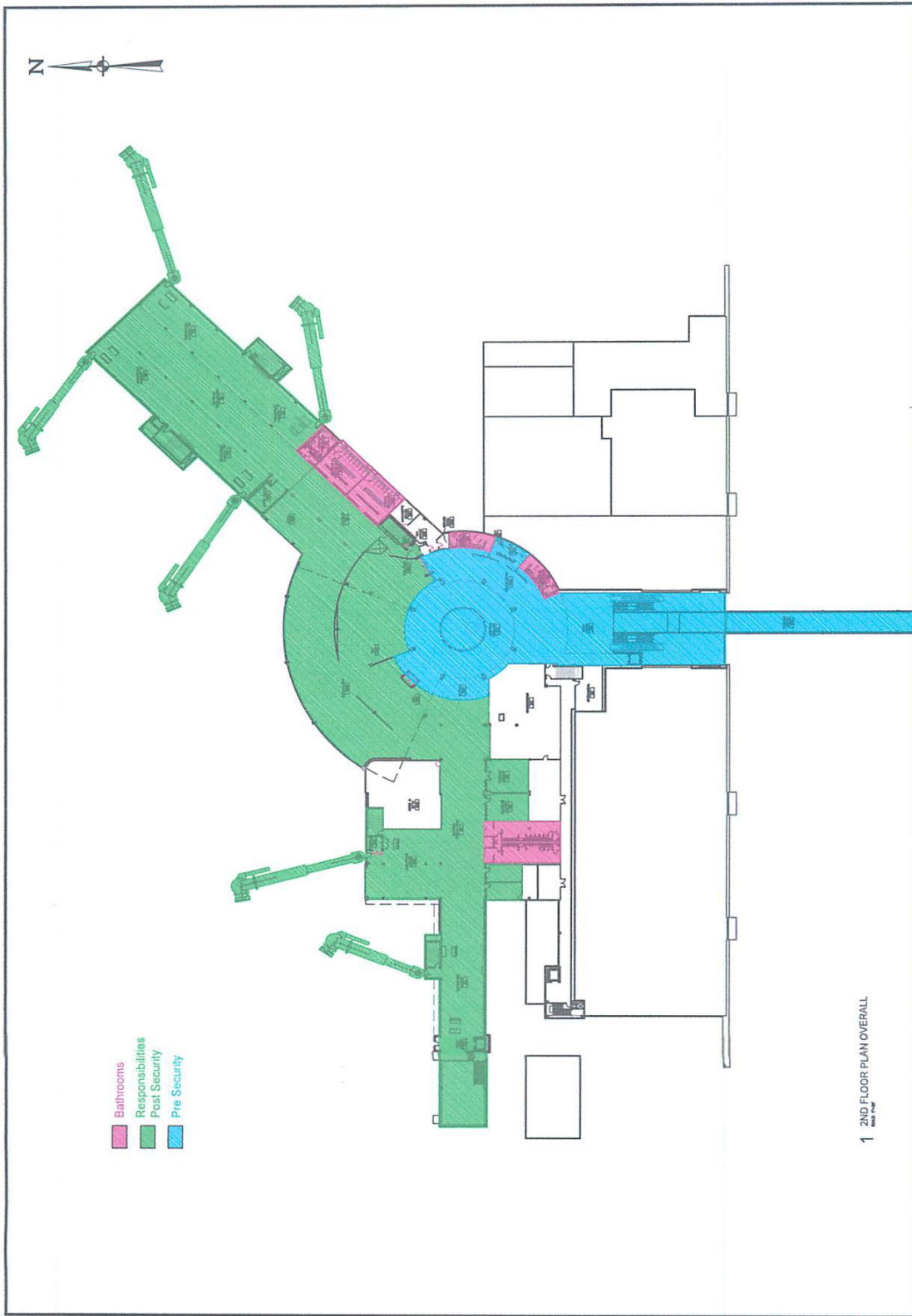
Defined as the complete removal from both sides of the blind of all visible soil, smudges, streaks, etc. The blind must be removed, cleaned and re-hung. The hardware must not be damaged and the blind must operate properly when re-hung. A neutral detergent that is not harmful to the blind, ropes, pulleys, and hardware shall be used to clean the blinds. The blind must be completely dried after cleaning. The blind shall have all visible soil, smudges, streaks, etc., removed and shall present a uniform, clean appearance.

Clean Light Diffusers

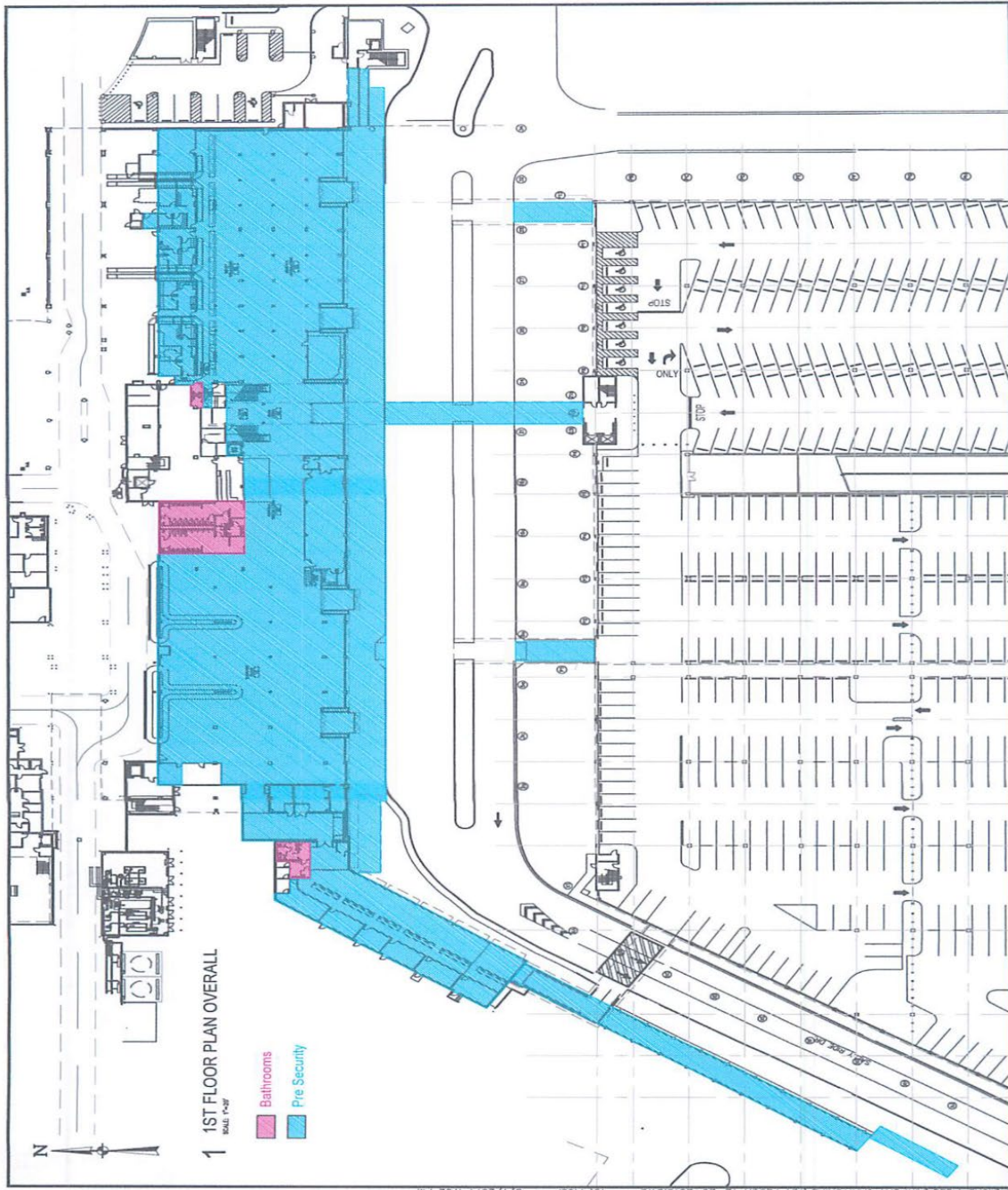
Defined as the removal, cleaning, and reinstallation of light diffusers. The area covered by the diffuser shall be damp-wiped and fluorescent tubes shall be dry-wiped to remove all visible dust and soil. The diffuser shall be cleaned on both sides with a neutral detergent not harmful to the diffuser and a clean cloth or sponge. The diffuser shall be dried on both sides and shall be free of all dust, oily soil, smudges, streaks, etc. Any adjacent area soiled by splashing or dripping shall also be cleaned.

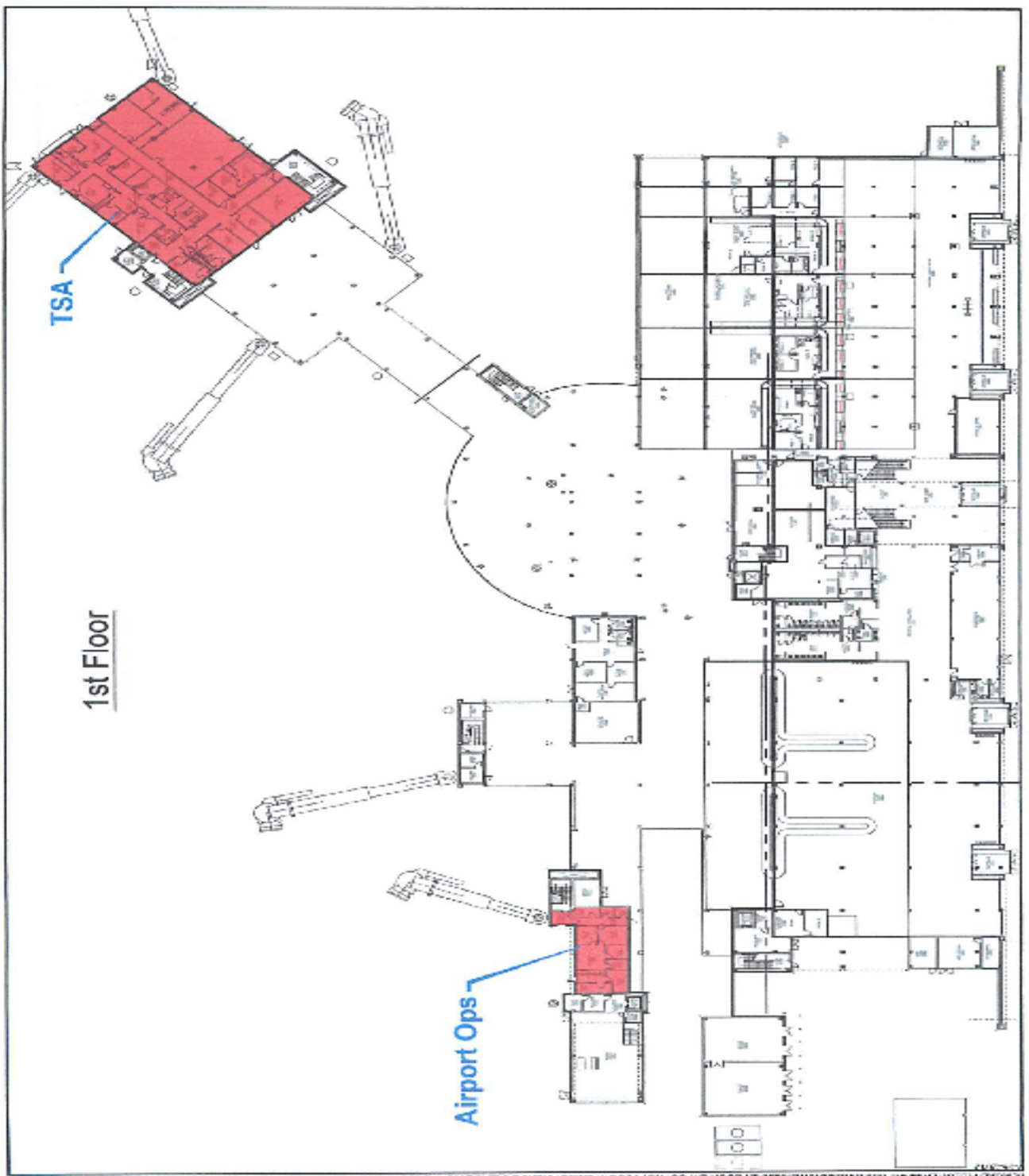
Wet Cleaning/Scrubbing Non-Carpeted Floors

Prior to being wet cleaned, the entire floor surface involved shall be swept or dust mopped. A wet mop, mop bucket and wringer, scrub brush, floor squeegee, and neutral detergent shall be used to remove all soil and non-permanent stains from the entire floor, baseboards, etc. Where applicable, a riding or walk-behind auto-scrubber may be used. The neutral detergent solution shall be applied to the entire floor and the floor shall then be scrubbed. The solution shall be picked up by using a mop and mop bucket or removed by the auto-scrubber. Areas being wet cleaned manually shall be rinsed with clean water. All accessible areas shall be wet cleaned. Chairs, trash receptacles, etc., shall be moved to clean underneath, after being wet cleaned.



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ADDITIONAL REQUIREMENTS FOR THIS PROPOSAL

- 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 requested, information must be submitted within 5 (five) days.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- 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.
- **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.
- **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.



ATTACHMENT B
PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **10/12/2023 at 2:00 PM** CST in Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

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

Total Compensation and Job Specifications Revision Study

As set forth in the following Contract Documents:

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

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about the fourth quarter (Oct-Dec) of 2023 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

(SIGNATURE)

(Typed Name and Title)



ATTACHMENT B-1
PRICING SCHEDULE EXAMPLE
CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE

List all pricing details here or in a format similar to this schedule.

Task/Milestone	Price
	\$
	\$
	\$
	\$
Maximum Proposal (Not to Exceed) Price	\$

**ATTACHMENT B-2
BIDDER'S ORGANIZATION**

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

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

**ATTACHMENT B-3
CORPORATE RESOLUTION**

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

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

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

INSURANCE REQUIREMENTS

for Janitorial Services at the Baton Rouge Metropolitan Airport



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

A. General Liability Insurance

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

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Exp	\$5,000

B. Automobile Liability Insurance

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

Bodily Injury and
Property Damage \$300,000 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 follow the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

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

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

G. The Certificate Holder should be shown as:

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

H. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



Attachment D Federal Terms and Conditions

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

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

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

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

2. **Period of Performance.** The period of performance for this award begins on the date hereof and may end no later than 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 Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. 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. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 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 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 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.

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 government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. **Copeland Anti-Kickback Act:**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lowertier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

- 32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
- 33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
- 34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.



Attachment E
Sample Contract for Total Compensation
and Job Specifications Revision Study
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

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

Contractor shall provide consulting services as described herein for Total Compensation and Job Specifications Revision Study.

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

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

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

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

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

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

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

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

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

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

COMMENCEMENT OF WORK: No work shall be performed by Contractor and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained.

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

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

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

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

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

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

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days’ notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days’ notice in writing to that effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

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

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

By:

Title:

CONTRACTOR

By:

Title:

Typed Name and Title