

INVITATION TO BID - ANNUAL CONTRACT

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, March 7, 2024, at the location shown below.

TITLE: A24-97514 OPERATION OF AUTOMOBILE RENTAL CONCESSIONS AT THE GREATER BATON ROUGE AIRPORT DISTRICT		RETURN BID TO: PURCHASING DIVISION Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 **NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing					
FILE NO: 24-97514 AD DATES: 01/29/24 & 02/05/24							
SHIP TO ADDRESS: 9430 Jackie Cochran Drive Suite 300 300 Terminal Building Baton Rouge, LA 70807		Contact Regarding Inquiries: Purchasing Analyst: Dexter Stewart Telephone Number: 225-389-3259 x 3264 Email: dsstewart@brla.gov					
VENDOR NAME		MAILING ADDRESS					
REMIT TO ADDRESS		CITY, STATE, ZIP					
TELEPHONE NO.	FAX NO.	E-MAIL					
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE					
AUTHORIZED SIGNATURE (Required)		PRINTED NAME					
TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER. 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

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.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specifications, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259
3. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
4. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
9. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
10. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
11. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
12. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
13. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.

14. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
15. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
16. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
17. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
18. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission. .. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
19. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.
20. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
21. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
22. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
23. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
24. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

25. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
 26. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
 27. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
 28. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a- 133).
 - a. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
 - b. 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.
 29. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
 30. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by East Baton Rouge Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.
 31. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
 32. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
 33. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.
- 33..The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at:

<https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

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

ADDITIONAL REQUIREMENTS FOR THIS BID

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

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

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

The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.

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

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

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

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.

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

It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

**ADDITIONAL REQUIREMENTS FOR THIS BID
(continued)**

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph

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

SDSs MUST BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE- FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:

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

The attached locations may be sprayed as designated by the Department of Public Works. The City-Parish reserves the right to add or delete acreage from this list during the contract period. The per acre rate bid on the types of spraying in this contract will be the per acre rate used for the addition or deletion of acreage in this contract. In the event acreage is added or deleted, an official amendment to the contract will be issued by the Purchasing Division.

Mandatory Pre-Bid Conference and Mandatory Job Site Visits – Failure to attend pre-bid conference and job site visits will cause your bid to be deemed non-responsive. Vendor must inspect job sites to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, it is the responsibility for the vendor to notify the Purchasing Division immediately so an Addendum to the bid specifications can be issued, if needed, prior to bids being received. Failure to do so will be interpreted that bid is as specified.

The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office. Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

***+1-408-418-9388 United States Toll
Access code: 263 373 080 (followed by the # button)***

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

***United States Toll (Boston) +1-617-315-0704
United States Toll (Chicago) +1-312-535-8110
United States Toll (Dallas) +1-469-210-7159
United States Toll (Denver) +1-720-650-7664
United States Toll (Jacksonville) +1-904-900-2303
United States Toll (Los Angeles) +1-213-306-3065***

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

PRE-BID MEETING

The Airport will conduct a pre-bid meeting on **February 16, 2024 at 2:00 p.m.** (CST) in the First Floor Conference Room, Airport Terminal Building, 9430 Jackie Cochran Dr., Baton Rouge, LA. 70807.

The purpose of the pre-bid meeting will be to answer any questions regarding this Bid Document. Airport staff will be available during the meeting to explain provisions of the Bid Document and to answer questions. The pre-bid meeting is not designed as a forum to renegotiate the terms and conditions of the Lease and Concession Agreement, but rather to clarify any questions regarding the bid process. **It is not mandatory that Bidders attend this pre-bid meeting.**

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. Without exception, all questions **MUST** be in writing.

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 bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by February 21, 2024, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

Dexter S. Stewart
Email: dstewart@brla.gov

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6. Customer Facility Charge
7. Prohibition of Diversion of Rental Car Business
8. Insurance Requirements
9. Gross Sales

III. REQUIRED BID FORMS

Bidder Information Form: **Competitive Proposal Request**

Form 1: Bid Form

Form 2: Bid Bond (Form 2), Certified Check, or an Irrevocable Letter of Credit

Form 3: Affidavit

Form 4: DBE/ACDBE Goal Form

IV. SAMPLE LEASE AND CONCESSION AGREEMENT

V. EXHIBITS

Exhibit A: Counter and Office Spaces

Exhibit B: Service Centers

Exhibit C: Ready Car Area

I BID INFORMATION

1. BID DESCRIPTION

The City of Baton Rouge and Parish of East Baton Rouge (“City”), on behalf of the Greater Baton Rouge Airport District (“Airport”), invites Bids from qualified Bidders for the management and operation of six (6) non-exclusive Car Rental Concession operations at the Airport for a term of five (5) years, with no options to renew.

2. DEADLINE FOR SUBMISSION

The Bid Deadline is **March 7, 2024 @ 11:00 a.m. CST** (“Bid Deadline”).

A total of one (1) **original** copy of the Bid must be submitted to:

Dexter S Stewart
Purchasing Department
City of Baton Rouge and Parish of East Baton Rouge
Room 826
222 St. Louis Street
Baton Rouge, Louisiana 70802

Bids must be sealed in an envelope and be clearly marked on the outside with the words “**Bid for Car Rental Concession, Greater Baton Rouge Airport District**”. The name and address of Bidder must also appear on the face of the envelope. Bids received after the due date and time, or not delivered to the designated location, will not be considered. Bids will promptly be publicly opened and read after the deadline.

3. PRE-BID MEETING

The Airport will conduct a pre-bid meeting on **February 16, 2024 at 2:00 p.m.** (CST) in the First Floor Conference Room, Airport Terminal Building, 9430 Jackie Cochran Dr., Baton Rouge, LA. 70807.

The purpose of the pre-bid meeting will be to answer any questions regarding this Bid Document. Airport staff will be available during the meeting to explain provisions of the Bid Document and to answer questions. The pre-bid meeting is not designed as a forum to renegotiate the terms and conditions of the Lease and Concession Agreement, but rather to clarify any questions regarding the bid process. **It is not mandatory that Bidders attend this pre-bid meeting.**

4. BID GUARANTEE

Each Bid must be accompanied by a Bid Guarantee in the form of an Irrevocable Letter of Credit, Certified Check, or Bid Bond (as shown on Form 2) payable in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** to the Greater Baton Rouge Airport District. The Bid Guarantee will be held by the AIRPORT, without interest, for a period no longer than sixty (60) days after the Bid Opening Date after which Bid Guarantees will be returned to all Bidders except successful Bidders.

5. PERFORMANCE GUARANTEE

Each successful Bidder, within sixty (60) days after the acceptance of the Bid but not later than the Commencement Date, shall post an Irrevocable Letter of Credit or Performance Bond from a domestic bank, the form of which shall be subject to the approval of the Director of Aviation, equal to the Minimum Annual Guarantee ("MAG") for the first year of the Lease and Concession Agreement. Each successful Bidder will be required to submit annually, no later than thirty (30) days before the anniversary date of the beginning of the term of the Lease and Concession Agreement a new irrevocable Letter of Credit or Performance Bond for that year. Should Lessee's agreement terminate, the Irrevocable Letter of Credit can be utilized to satisfy any and all sums due to the Airport from Lessee.

6. BID WITHDRAWAL

Bids may be withdrawn by requesting such withdrawal in writing at any time prior to the Bid Deadline.

7. RIGHT TO REJECT BIDS

The City-Parish reserves the right to reject any Bid or Bidder. The City-Parish reserves the right to waive any irregularities, technicalities, or informalities in any Bid.

8. BID REQUIREMENTS AND DISQUALIFICATION OF BIDDER

Each Bidder is required to submit the following:

1. Bidder Information Form (attached hereto as "Competitive Proposal Request");
2. Bid Form (attached hereto as "Form 1");
3. Certified Check, Irrevocable Letter of Credit, or Bid Bond (attached hereto as "Form 2");
4. Affidavit (attached hereto as "Form 3"); and
5. DBE/ACBDE Goal Form (attached hereto as "Form 4")

The failure of a Bidder to submit all of the required items with the Bid completed and executed in the manner required and timely filed, shall be cause for disqualification of the Bidder by the City-Parish.

9. CONSIDERATION FOR AWARD

In seeking **six (6) different** companies to operate the non-exclusive Rental Car Concessions at the Greater Baton Rouge Airport District, the Airport is desirous of providing the air traveler with rental car service of the highest possible caliber, and to receive a fair monetary return for the non-exclusive concession to be granted hereunder to use the Airport facilities and to receive rents for certain facilities. The City-Parish will award automobile rental concession contracts to the **six (6) different** responsible Bidders submitting the **six (6) highest Bids** for the first year of the concession.

10. RESPONSIBILITY OF BIDDERS

Each Bidder shall carefully examine the entire contents of this Bid Document including the Agreement, subsequent Addenda, the location of the automobile rental concession counters, and the current and permanent location of the automobile rental company's ready-car parking area. Each Bidder shall judge for itself all conditions and circumstances relative to its Bid proposals for the concession. Failure on the part of any Bidder to make such examination and on-site inspection shall not constitute a ground for declaration by Bidder that it did not understand the conditions with respect to its Bid submitted.

All statistical data in this Bid Document and subsequent Addenda, if any, are to be used by Bidders at its sole risk. The AIRPORT shall not be responsible or liable in any fashion for the use of such data by any Bidder in structuring a response to this Bid Document.

11. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

It is the policy of the Department of Transportation (DOT) that Airport Concession Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of concession agreements with Airports that receive Federal funds. The Baton Rouge Metropolitan Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23. It is the policy of the Baton Rouge Metropolitan Airport to ensure that ACDBEs, as defined in 49 CFR Part 23 have an equal opportunity to receive and participate in contracts with the Airport. The Baton Rouge Metropolitan Airport has set an ACDBE participation goal of 2.42% for this solicitation, and the Airport continues to encourage the use of ACDBE firms certified by the Louisiana Department of Transportation and Development as vendors and subcontractors.

Respondents are challenged to present a creative and responsive plan that provides for ACDBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation: (1) Participation as a prime consultant, (2) Joint Venture, (3) Partnership, and (4) Sub-consultant, (5) Vendor.

NONDISCRIMINATION AND ACDBE REQUIREMENTS

Company for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in or denied the use of said Assigned Premises, (b) that in the construction of any improvements on, over, or under such Assigned Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (C) that Company shall use the Assigned Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, Airport shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Premises and the facilities herein, and hold the same as if said Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

This Agreement is subject to the regulations of the U.S. Department of Transportation, 49 CFR Part 23. The COMPANY agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23.

The COMPANY agrees to include the above statements in any subsequent concession or sub-contractual agreements that it enters and cause those businesses to similarly include the statements in further agreements.

DBE Participation in Federally-Assisted Projects 49 CFR Part 23

The Code of Federal Regulations, Title 49, Part 23 (49 CFR Part 23) as amended, and the Baton Rouge Metropolitan Airport Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference into this contract. Copies of these documents are available upon request from the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Dr., Suite 300, Baton Rouge, Louisiana 70807.

The requirements of 49 CFR Part 23, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Airport to ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in DOT-assisted contracts. BRMA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 23 (49 CFR Part 23.9).

A goal of 2.42 % has been established for rental car concessions. Company has committed to a minimum of ___% per annum to this contract.

Required Contract Clauses 49 CFR Part 23.9

(1) "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23."

(2) "The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

Reporting Requirements

Rental Car Concessionaires shall submit a completed ACDBE Quarterly Report Form on the 20th day of the month following the end of each quarter according to the Federal Fiscal Year which begins on October 1st.

Counting ACDBE Rental Car Participation §23.53

10. As a car rental company, COMPANY may, in meeting the goal the airport has set for COMPANY, include purchases or leases of vehicles from any vendor that is a certified ACDBE.
11. As a car rental company, if COMPANY choose to meet the goal the airport has set for COMPANY by including purchases or leases of vehicles from an ACDBE vendor, COMPANY must also submit to the recipient documentation of the good faith efforts COMPANY has made to obtain ACDBE participation from other ACDBE providers of goods and services.
12. While this part does not require COMPANY to obtain ACDBE participation through direct ownership arrangements, COMPANY may count such participation toward the goal the airport has set for COMPANY.
13. The following special rules apply to counting participation related to car rental operations:
 - A. Count the entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - B. Count the entire amount of the fee or commission charged by a ACDBE to manage a car rental concession under an agreement with the concessionaire toward ACDBE goals, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - C. Do not count any portion of a fee paid by a manufacturer to a car dealership for reimbursement of work performed under the manufacturer's warranty.
14. For other goods and services, count participation toward ACDBE goals as provided in part 26, §26.55 and §23.55 of this part. In the event of any conflict between these two sections, §23.55 controls.
15. If COMPANY has a national or regional contract, count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract. Use the proportion of COMPANY's applicable gross receipts as the basis for making this pro-rated assignment of ACDBE participation.

12. QUESTIONS FROM BIDDERS

All questions or requests for additional information concerning this Bid Document shall be submitted **in writing** to the City-Parish, by **2:00 p.m. on Thursday, February 21, 2024** to the following address:

Hand Delivered or by Courier

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

Delivery by United States Postal Services

Assistant Purchasing Director
City-Parish Purchasing Department
P. O. Box 1471
Baton Rouge, LA 70821

By email: dstewart@brla.gov

By fax: (225) 389-4841

13. AIRLINE INFORMATION

The Airport is a small hub facility providing commercial air travel connecting more than 1.6 million residents across south Louisiana. The Airport, 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. The Airport is served by the following air carriers: American, Delta and United.

14. PASSENGER STATISTICS

The following table of enplaned passengers at the Airport is offered for Bidder's use.

YEAR	ENPLANEMENT	%CHANGE FROM PREVIOUS YEAR
2018	401,667	4%
2019	411,363	2%
2020	181,626	-56%
2021	281,719	55%
2022	335,983	19%
2023 (JAN THRU OCT)	315,882	14%

15. HISTORICAL CAR RENTAL GROSS REVENUE STATISTICS

The following summary of historical Gross Revenues for Car Rental Concessions at the Airport, as reported to the AIRPORT by the car rental companies, is offered for Bidder's use. The City-Parish does not guarantee or warrant the accuracy of this information.

YEAR	AVIS	BUDGET	ENTERPRISE	HERTZ	NATIONAL	TOTAL
2018	3,117,149.98	1,391,583.02	3,920,596.33	3,723,185.43	3,588,539.17	15,741,053.93
2019	2,826,604.53	1,213,592.94	3,838,076.39	3,723,185.43	3,746,668.04	15,348,127.33
2020	1,798,588.57	721,502.83	2,150,386.18	1,158,973.88	1,577,130.98	7,406,582.44
2021	4,180,594.04	2,173,936.82	5,540,519.59	4,503,794.27	3,138,641.57	19,537,486.29
2022	4,540,410.23	2,511,664.28	8,039,652.11	3,762,394.53	3,590,303.40	22,444,424.55
2023 (JAN THRU OCT)	3,138,005.27	1,947,732.87	4,252,274.00	2,353,161.79	2,912,175.00	14,603,349.13

16. SUBMISSION REQUIREMENTS

The City-Parish requires that each Bidder shall include the required forms and information described below in accordance with the requirements described herein.

- A. Bidder Information Form ("Competitive Proposal Request)
- B. Bid Form (Form 1)
- C. Bid Bond (Form 2), Certified Check, or an Irrevocable Letter of Credit
- D. Affidavit (Form 3)
- E. Bid Guarantee (as stated in Section 4)
- F. DBE/ACDBE Goal Form (Form 4)

II. KEY PROVISIONS OF SAMPLE LEASE AND CONCESSION AGREEMENT

1. SAMPLE LEASE AND CONCESSION AGREEMENT

The draft sample Lease and Concession Agreement (“Agreement”) attached hereto is the sample contract under which the Airport intends that the successful Bidders be granted the right to develop, manage, and operate Car Rental Concessions at the Airport. The Airport does not anticipate making substantial changes to the Agreement. The following paragraphs summarize key provisions of the Agreement. However, Bidders are urged to read and understand the entire text of the Agreement attached hereto before submitting their Bids.

2. DETERMINATION OF SUCCESSFUL BIDDERS

The successful Bidders will be the six (6) highest Bidders, as determined by the highest Minimum Annual Guarantees for the first year of the five (5) year term.

3. CONCESSION FEE

For the privilege of operating its car rental service at the Airport, each successful Bidder shall pay to the Airport the greater of the following:

1. Ten percent (10%) of Gross Revenues; or
2. Minimum Annual Guarantee (“MAG”) of not less than **\$225,000** The MAG for each successful Bidder for each of the five years of the Agreement shall be set as follows:

Year 1: The amount bid by the Bidder, but not less than **\$225,000**.

Years 2 - 5: The Bidder’s MAG for previous year rate, shall be increased by 3.0% at the beginning of each Agreement year.

4. TERM OF AGREEMENT

The term of the Agreement will be five (5) years, commencing on May 1, 2024 and end on April 30, 2029, with no options to renew.

5. LEASED PREMISES

A. Counter and Office Space (Exhibit "A")

There are currently six (6) counter spaces and associated office spaces ("Counter and Office Spaces"). The Counter and Office Space will be chosen by the successful Bidders in descending order of their respective first year Minimum Annual Guarantee bids. The Counter and Office Space areas will be rented at a rate of \$56.27 per square foot per year for the first year of the Agreement. The rate shall be increased by 3.0% at the beginning of each Agreement year.

<u>Counter/Office</u>	<u>Area [Sq. Ft]</u>
A	441
B	473
C	357
D	462
E	504
F	511

B. Service Center Areas (Exhibit "B")

Leased Premises in the Service Center Areas consist of land and structural improvements, as described below:

(i) Land

Area "A"	2.00 acres at \$ 13,939.20 per year
Area "B"	1.50 acres at \$ 10,454.40 per year
Area "C"	0.74 acres at \$ 6,124.54 per year
Area "D"	0.75 acres at \$ 5880.60 per year
Area "E"	1.28 acres at \$ 8,921.09 per year
Area "F"	0.60 acres at \$ 4,965.00 per year (<i>This is vacant land only Successful bidder will be required to construct a new service center facility for their operation.</i>)

Said land rental rate shall be adjusted on or before January 1, 2025 at a rate not to be below appraised fair market value of the land and every five (5) years thereafter.

(ii) Structural Improvements

Area "A"	2,257 square foot facility at a rental rate of \$2,250 per month for year one (1). The monthly rental rate shall be increased by 3.0% at the beginning of each Agreement year.
Area "B"	1,449 square foot facility at a rental rate of \$2,391.66 per month for year one (1). The monthly rental rate shall be increased by 3.0% at the beginning of each Agreement year.
Area "C"	1,584 square foot facility at a rental rate of \$1050.00 per month for year one (1). The monthly rental rate shall be increased by 3% at the beginning of each Agreement year.

Area "D"	685 square foot facility at a rental rate of \$466.66 per month for year one (1). The monthly rental rate shall be increased by 3% at the beginning of each Agreement year.
Area "E"	2679 square foot facility, plus added improvements at a rental rate of \$2,254.58 per month for year one (1). The monthly rental rate shall be increased by 3.0% at the beginning of each Agreement year.
Area "F"	A new Service Center will be required to be constructed by successful bidder for area "F".

C. Ready Car Lot

Each successful Bidder shall have the right to the use of a proportionate share of the parking area used for rental car parking.

(i) Permanent Ready Car Garage (Exhibit "C").

The share of ready car parking spaces in the Permanent Ready Car Garage shall be allocated to each successful Bidder as follows:

Within the limitations of the physical layout of the Permanent Ready Car Garage, the Airport will develop a plan to make available appropriately sized areas ("Assigned Areas") designed to accommodate all successful Bidders. Based on the Minimum Annual Guarantee bids, in descending order, each successful Bidder shall, in sequence, identify its preferred Assigned Area within the plan established by the Airport. The Airport, based on its determination of the best long-term design and operation of the Permanent Ready Car Garage, taking into consideration each successful Bidder's preferences and market share, shall designate the final determination of the location, size, and configuration of the Assigned Areas. The Airport's determinations shall be final and binding on each successful Bidder for the duration of the Agreement.

The monthly rent for ready car parking spaces in the Permanent Ready Car Garage will be (a) \$40.00 per space for all spaces on the first level; (b) \$35.00 per space for all spaces on the second level; (c) \$30.00 per space for all spaces on the third level; and (d) \$25.00 per space for all spaces on the fourth level (e) \$20.00 per space for all spaces on the 5th level (uncovered)

(ii) Rental Car Booths in the Permanent Ready Car Garage. Each Successful Bidder will rent one booth in the Permanent Ready Car Garage. The rent for each booth will be \$500.00 per month. Note: The 5th level of the permanent ready car garage, is not covered and does not have a booth for operation. Should the successful bidder require such, it will be at the sole cost and expense of the bidder.

6. CUSTOMER FACILITY CHARGE

Under the terms of the Agreement, the successful Bidders shall be required to collect from customers entering into each motor vehicle rental agreement with the Bidder and remit to the Airport a Customer Facility Charge ("CFC") of \$6.15 per Transaction Day. The amount of the CFC is established by the Greater Baton Rouge Airport District in accordance with the Airport Resolution No. 51980 enacted on February 24, 2016, which established such charge. The Airport reserves the right to revise, at its discretion by action of the Greater Baton Rouge Airport District, the amount of the CFC from time to time throughout the term of the Agreement. Under the terms of the Agreement, each successful Bidder will agree that it will not refer to the CFC in its motor vehicle rental agreement or otherwise as a city or Airport tax.

7. PROHIBITION OF DIVERSION OF RENTAL CAR BUSINESS

Pursuant to Article XI of the Agreement, the successful Bidders will be prohibited from diverting, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in the Agreement. Pursuant to Article VI of the Agreement, the Airport may terminate the Agreement upon ten (10) days written notice to the successful Bidder if one or more events occur, including the following:

Successful Bidder diverts, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in the Agreement. Diversion shall include, but not be limited to, the following situations:

- A. Shortage of rental autos at the Airport while having rental autos available elsewhere in East Baton Rouge Parish, renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenue defined under the Agreement.
- B. The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in East Baton Rouge Parish other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenue.

Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside East Baton Rouge Parish.

8. PROHIBITION OF DUAL BRANDING

Pursuant to Article XI of the Agreement, the successful Bidders will be prohibited from operating more than one brand from their respective leased premises (commonly referred to as "dual branding"). Pursuant to Article VI of the Agreement, a successful Bidder's operation of more than one brand from the leased premises will constitute one of the conditions under which the Airport may terminate the Agreement upon ten (10) days written notice to the successful Bidder, pursuant to Article VI of the Agreement.

9. INSURANCE REQUIREMENTS

A Certificate of Insurance shall be provided by the successful Bidder in accordance with the Agreement as follows:

- a. Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana.
- b. Commercial General Liability insurance coverage shall be provided with limits of no less than \$5,000,000 for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if these coverages apply exclusively to this Agreement. If coverages are for multi-location policy, then said policy will not be restricted by an Aggregate. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
- c. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all owned, hired, and non-owned automobiles.
- d. Commercial Property insurance coverage in an amount equal to 100% of the value of the improvements (facility) to meet the coinsurance provisions of the policy.

The following shall be named as Additional Insured under all policies of insurance:

The Greater Baton Rouge Airport District
The Greater Baton Rouge Airport Commission
The City-Parish of East Baton Rouge
The Metropolitan Council

III. REQUIRED FORMS

FORM 1
BID FORM

Purchasing Director
City of Baton Rouge and Parish of East Baton Rouge
222 St. Louis Street, Room 826
Baton Rouge, LA 70802

In accordance with your published invitation to receive Bids for the operation of an automobile rental concession at the Greater Baton Rouge Airport District the undersigned bidder proposes the following to-wit:

To lease the advertised premises in accordance with specifications and other related documents.

MINIMUM ANNUAL GUARANTEE:

I/We respectfully Bid the following to be paid to the Airport as the Minimum Annual Guarantee for the first year of the Agreement (minimum acceptable bid amount of **\$225,000.00**

\$ _____

Or

Ten Percent (10%) of Gross Revenues

Whichever is Greater

BIDDER:

(Company)

Car Rental Brand

BY:

(Signature & Title)

Note: This required form shall be submitted with Bid.

FORM 2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and _____, As Surety, are hereby held and firmly bound unto City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District as Owner in the penal sum of, (\$), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____, day of, 20____. The Condition of the above obligation is such that whereas the principal has submitted to City of Baton Rouge and Parish of East Baton Rouge a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the LEASE AND CONCESSION AGREEMENT FOR CAR RENTAL CONCESSION AT THE AIRPORT.

NOW, THERFORE;

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid).

Then this obligation shall be void, otherwise the name shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ X
*Principal

_____ X
*Surety

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Louisiana.

***Individuals signing on behalf of the company and surety shall submit a Power of Attorney or Corporate Resolutions clearly authorizing said individuals to execute this Bid Bond.**

Note: This required form shall be submitted with Bid. However, Bidder may substitute a Certified Check, or Irrevocable Letter of Credit in the amount of \$25,000 in lieu of Form 2.

STATE OF _____

COUNTY OF _____

FORM 3
AFFIDAVIT

_____, being duly sworn deposes and says:

Individual Only: That he/she is an individual doing business under the name of
_____ at
_____ in the City of
_____ State of

Partnership Only: That he/she is the duly authorized representative of a partnership, doing
business under the name of:
_____ in the City of
_____ State of

Limited Liability Only: That he/she is the duly authorized representative of a limited liability company, doing
business under the name of:
_____ in the City of
_____ State of

Corporation Only: That he is the duly authorized, qualified and acting
_____ for
a corporation organized and existing under the laws of the State of

And that he, said partnership and limited liability company or said corporation, is filing herewith a Bid to the Greater Baton Rouge Airport District in conformity with the attached documents that it has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which it will make payment, other than persons regularly employed by him whose services in connection with securing the public contract were in the regular course of their duties for him, and that no part of the contract price to be received by it will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

Signature

SWORN AND SUBSCRIBED before me, on this ____ day of _____, 20__.

County of _____, State of _____

Notary Public

NOTE: This document shall be submitted with the Bid.

IV. SAMPLE LEASE AND CONCESSION AGREEMENT

For Car Rental Concession Greater Baton Rouge Airport District Baton Rouge, Louisiana

THIS LEASE AND CONCESSION AGREEMENT ("Agreement") made and entered into, as of the **1st day of May, 2024**, by and between the City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District, hereinafter referred to as "AIRPORT", and _____, a corporation organized under the laws of the State of _____, having its office and principal place of business at _____, hereinafter referred to as "COMPANY".

-WITNESSETH-

WHEREAS, AIRPORT owns and operates the Baton Rouge Metropolitan Airport located in the City of Baton Rouge, Parish of East Baton Rouge, Louisiana; and

WHEREAS, AIRPORT, as operator, operates the Airport as a governmental function for the primary purpose of providing to the public the services of air transportation; and

WHEREAS, COMPANY, is an automobile rental company engaged in the business of operating a car rental service; and

WHEREAS, COMPANY, desires the privilege of using the Airport and its facilities upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the AIRPORT authorizes the COMPANY to exercise the rights, powers and privileges hereinafter set forth.

ARTICLE I. TERM

This Agreement shall commence upon the 1st day of May 2024, and shall continue for a period of five (5) years, ending on April 30, 2029, with no option to renew.

ARTICLE II. LEASED PREMISES

The premises hereinafter described shall be used solely by COMPANY for the purpose of providing rental car service at the AIRPORT, and for no other purposes.

The Leased Premises leased by the COMPANY shall consist of Counter and Office Space, the Service Center Area, and the Ready Car Area, as follows:

COUNTER AND OFFICE SPACE

COMPANY shall have the right to exclusive use of Counter and Office Space in the Ryan Terminal Building as shown on the drawing marked Exhibit "A", attached hereto and made a part hereof. *[Note: This paragraph is provided for informational purposes only. The actual Lease and Concession Agreement to be executed by each successful Bidder will be individualized for each successful Bidder's leased premises.]*

In the operation of the COMPANY'S activities hereunder, the AIRPORT shall provide the following for the Counter and Office Space:

Initial electrical outlets in the concession area. Initial lighting fixtures for general area illumination.

Heating and air conditioning in both the counter and office space.

Telephone utilities, excluding data lines and all data related equipment, to the point of the outlet in the counter and office space.

Counter space without inserts.

COMPANY may, without charge and subject to the prior approval in writing of the Director of Aviation, erect and maintain upon the exclusive premises, at its own expense, suitable rental counter inserts and signs advertising its business. All sales counters, signs and other improvements shall be of a type, color and design compatible with other and similar installations in the terminal building. If at any time during the term of this Agreement, the modification or expansion of the Airport Terminal Building makes it necessary to relocate the above-described counter to another location of comparable size, all costs and expense of the move will be borne by the AIRPORT. This Agreement shall not be cancelled or rents abated or reduced during this period.

B. SERVICE CENTER AREA

COMPANY shall have the right to the exclusive use of Service Center Area as shown on the drawing marked Exhibit "B" attached hereto and made a part hereof.

[Note: The following information regarding each Service Center Area is provided for informational purposes only. The actual Lease and Concession Agreement executed by each successful Bidder will be tailored to include only the specific Service Center Area to be leased by that successful Bidder.]

The Leased Premises in the Service Center Areas consist of land and structural improvements, as follows:

(i) Land

Area "A"	2.00 acres
Area "B"	1.50 acres
Area "C"	0.74 acres
Area "D"	0.75 acres
Area "E"	1.28 acres
Area "F"	0.60 acres

(ii) Structural Improvements –

Area “A”	2,257 square foot facility
Area “B”	1,449 square foot facility
Area “C”	1,584 square foot facility
Area “D”	685 square foot facility
Area “E”	2679 square foot facility
Area “F”	Vacant Land Only – New Service Center will be required by successful bidder.

The AIRPORT hereby grants to the COMPANY such easements over, upon, through or under Airport property as may be reasonably necessary, as approved in writing and in advance by the Director of Aviation, for the connection of utility services of any nature or kind to the aforesaid capital improvements installed upon said service facility areas.

AIRPORT shall, at its sole expense, and its own approved location, construct, install and maintain, or have constructed, installed and maintained to the boundary of the demised Service Center Area premises, domestic electric powers, water, gas sewage lines, sufficient for the purposes of COMPANY pursuant hereto. COMPANY shall have the right, at its sole expense, to construct, install and maintain, or to have constructed, installed and maintained, all necessary tap lines and facilities and to connect the same to the aforesaid supply lines, and to receive all said utilities and service.

COMPANY shall have the right, in common with others, to use the public roadways and driveways of the Baton Rouge Metropolitan Airport for the movement of its vehicles. Vehicles moved by COMPANY employees on any AIRPORT owned property shall be done within the proper motor vehicle laws, including speed limits as are applicable and COMPANY shall see that this is rigidly enforced.

Preparation of COMPANY’s vehicles of any nature such as, but not limited to: washing, oil change, waxing, fueling, or minor repairs shall be performed in the Service Center Area only within a facility approved by the Director of Aviation, and at no other location on or off Airport property, except at the Texaco Food and Gas Mart on Veteran’s Memorial Boulevard.

C. READY CAR GARAGE

The garage to be used for ready car parking (the “Ready Car Garage”) is available as of the beginning of the term of the Agreement. COMPANY’s current allocation of spaces in the existing Ready Car Area shall remain in effect until the new allocation is made on May 1, 2024.

The ready car parking spaces in the Ready Car Garage shall be allocated as follows:

Within the limitations of the physical layout of the Permanent Ready Car Garage, the Airport will develop a plan to make available appropriately sized areas (“Assigned Areas”) designed to accommodate all successful Bidders. Based on the Minimum Annual Guarantee bids, in descending order, each successful Bidder shall, in sequence, identify its preferred Assigned Area within the plan established by the Airport. The Airport, based on its determination of the best long-term design and operation of the Permanent Ready Car Garage, taking into consideration each successful Bidder’s preferences and market share, shall designate the final determination of the location, size, and configuration of the Assigned Areas. The Airport’s determinations shall be final and binding on each successful Bidder for the duration of the Agreement.

Each successful Bidder will be assigned a booth in the Permanent Ready Car Garage by the Airport.

Within the Permanent Ready Car Garage AIRPORT shall provide all exterior maintenance and repairs of paved surfaces. However, such repairs occasioned by negligence of the COMPANY shall be repaired by the COMPANY at its own expense within twenty (20) days of the date of written request from the AIRPORT to COMPANY's local manager, and in a manner subject to prior written approval by the AIRPORT. In the event the COMPANY does not make or does not complete such repairs in accordance with the time schedule and in the manner approved by the AIRPORT, the AIRPORT, at its option, may make such repairs and bill the COMPANY for the costs thereof.

Facilities and Services to be provided by the COMPANY

COMPANY shall rent all vehicles from reservation counter area provided in the terminal and not use areas other than those designated for rental car area. The Director of Aviation must approve any other area in writing.

No rental car will be left in any Airport area other than an approved rental car parking area for more than five (5) minutes except for handicapped individuals. Rental car customers must pick up all cars from an approved rental car parking area.

In the operation of the counter and office space facilities, the COMPANY shall provide the following facilities and services:

- Janitorial service within the office/counter leased area of the reservation area in the terminal, all garage kiosks.
- All interior furnishings, subject to the prior written approval of the AIRPORT.
- All concession equipment, subject to the prior written approval of the AIRPORT.
- Counter inserts.
- Special accounting equipment adequate for providing records of Gross Revenue.
- Any inter-communication systems (excluding public address systems).
- Connection of utilities to operating equipment.
- All interior maintenance and repair of Leased Premises, including the maintenance and repair of the sales counter inserts and the replacement of light bulbs and tubes, except the light fixtures used for general area illumination.
- All permits, licenses, notices and other requirements specified by federal, state or local governmental rules or regulations.
- All costs for installation and maintenance of COMPANY's equipment such as but not limited to specialized circuits shall be borne by COMPANY.
 - In the operation of the facilities in the Service Center Area, the COMPANY shall maintain all facilities, including the provision of the following facilities and services:
 - Janitorial service within the Leased Premises.
 - All interior furnishings.
 - All necessary car service equipment not supplied as fixtures to the premises by the AIRPORT.
 - All permits, licenses, notices and other requirements specified by federal, state or local governmental rules or regulations, including but not limited to operations of the fuel storage tank.
 - All cost for installation and maintenance of COMPANY's equipment.
 - Routine and proper maintenance of the fuel storage tanks, including changing of fuel filters on a regular basis.

- Landscape maintenance to a level as reasonably determined by the AIRPORT.
- Trash removal in garage and service areas.
- Routine maintenance and registration of the fuel facility and maintenance of COMPANY installed fixtures and equipment.

In the operation of the Permanent Ready Car Garage, the AIRPORT shall provide the garage structure and the initial striping of the parking spaces. The COMPANY shall re-stripe the parking spaces every two years, at the beginning of years 3 and 5 of the Agreement. The COMPANY shall maintain the booth assigned to the COMPANY.

Equipment Installation and Penalty

COMPANY shall provide all equipment, décor and interior furnishings for its operation, including all necessary installation work, subject to the prior written approval of the AIRPORT. The AIRPORT reserves the right to inspect the work of COMPANY and its contractors to ensure that all equipment, décor and installations are in strict conformity with the true claims and specifications provided to the AIRPORT.

After commencement of operations hereunder, the COMPANY shall not install, remove or replace any interior equipment or furnishings without notification to and receipt of prior written approval by the Director of Aviation.

The COMPANY agrees that the AIRPORT has the right to inspect the Counter and Office Space Area, the Interim and Permanent Ready Car Areas, and the Service Center Area, including inspection of the fuel storage tank and fuel equipment, at its discretion at any time.

Equipment Disposal at Termination of Lease

At the termination of this Agreement, or any extension or renewal hereof, whether by expiration, mutual agreement, or by default on the part of the COMPANY, the COMPANY shall forthwith remove from the Airport all of its equipment and furnishings which have been attached to or become a part of the premises.

Property and facilities of the AIRPORT used in the operation of the car rental concession including the Service Center Area shall be left in good condition, normal wear and tear excepted.

ARTICLE III. PAYMENT

A. CONCESSION FEE

1. For the privilege of operating its car rental service at the airport, COMPANY agrees to pay to AIRPORT each year of the term, either (1) ten percent (10%) of all Gross Revenues, as hereinafter defined, received by COMPANY during such year, or (2) the minimum annual guarantee applicable to such year as set forth in subparagraph A (2) of this Article III, whichever is greater, on an annual basis.
2. The minimum annual guarantee for each year of the term shall be as follows:
 - a. For the first year, *[enter amount bid]* (Minimum \$225,000).
 - b. Years 2-5, the Bidder's MAG for previous year rate shall increase by 3% at the beginning of each Agreement year.
3. The term "year", as used in this Article III, means contract year and not calendar year.

COMPANY further agrees to pay for the term of this Agreement, the Counter and Office Space rental on _____ square feet, identified as Counter and Office Space _____ and illustrated in

Exhibit A, based on \$56.27 per square foot per year. The rate shall be increased by 3% at the beginning of each Agreement year.

COMPANY further agrees to pay Service Center Area Ground Rent on _____ acres, identified as Service Center ____ and illustrated in Exhibit B, based on the minimum rate of \$_____ per year. Said rate shall be adjusted on or before January 1, 2025 at a rate not to be below appraised fair market value of the land and every five (5) years thereafter.

[Note: The following is provided for informational purposes. The actual Lease and Concession Agreement will be tailored to include only the payment requirements of the Service Center Area leased by each successful Bidder. In addition to the Service Center Area Ground Rent, if COMPANY is occupying Service Center "A", "B", "C", "D" or "E", COMPANY shall pay, in accordance with the procedures set forth in this article, the minimum monthly building rent of:

(1) Service Center "A": \$2,250 per month for a 2,257 square foot building, underground fuel storage tank(s), canopy, paved parking, and fencing. Said rate shall be increased by 3.0% per year at the beginning of each year.

(2) Service Center "B": \$2,391.66 per month for a 1,449 square foot building, underground fuel storage tank(s), canopy, paved parking, and fencing. Said rate shall be increased by 3.0% per year at the beginning of each year.

(3) Service Center "C": \$1,050.00 per month for a 1,584 square foot combined office and metal building, paved parking and fencing. Said rate shall be increased by 3.0% per year at the beginning of each year.

(4) Service Center "D". \$466.66 per month for a 685 square foot combined metal building and open covered structure, paved parking and fencing. Said rate shall be increased by 3.0% per year at the beginning of each year.

(5) Service Center "E" – \$2,254.58 per month for a combined 2679 square foot facility, paved parking, fencing, electrical gate and other added improvements. Said rate shall be increased by 3% per year at the beginning of each year.

Service Center "F" – new construction will be required by successful bidder.

Each successful Bidder shall have the right to the use of a proportionate share of the parking area used for rental car parking.

(i) Permanent Ready Car Garage (Exhibit "C").

The share of ready car parking spaces in the Permanent Ready Car Garage shall be allocated to each successful Bidder as follows:

Within the limitations of the physical layout of the Permanent Ready Car Garage, the Airport will develop a plan to make available appropriately sized areas ("Assigned Areas") designed to accommodate all successful Bidders. Based on the Minimum Annual Guarantee bids, in descending order, each successful Bidder shall, in sequence, identify its preferred Assigned Area within the plan established by the Airport. The Airport, based on its determination of the best long-term design and operation of the Permanent Ready Car Garage, taking into consideration each successful Bidder's preferences and market share, shall designate the final determination of the location, size, and configuration of the Assigned Areas. The Airport's determinations shall be final and binding on each successful Bidder for the duration of the Agreement.

The monthly rent for ready car parking spaces in the Permanent Ready Car Garage will be (a) \$40.00 per space for all spaces on the first level; (b) \$35.00 per space for all spaces on the second level; (c) \$30.00 per space for all spaces on the third level; (d) \$25 per space for all spaces on the fourth level and (e) \$20.00 for uncovered parking.

(ii) Rental Car Booths in the Permanent Ready Car Garage. Each Successful Bidder will rent one booth in the Permanent Ready Car Garage. The rent for each booth will be \$500.00 per month. Note: The 5th level of the permanent ready car garage, is not covered and does not have a booth for operation. Should the successful bidder require such, it will be at the sole cost and expense of the bidder

Rentals for the Counter and Office Space, Ready Car Parking Areas and Service Center Areas shall be due and payable in advance on the first day of each month during the term of this Agreement.

The Concession fees payable under subparagraph A of this Article III shall be payable in monthly installments calculated on a calendar month basis for each year of the term of this Agreement. On or before the fifteenth (15th) day following the end of each calendar month throughout the term of this Agreement. COMPANY shall pay AIRPORT as the concession fee for such calendar month one-twelfth of the Minimum Annual Guarantee for such year as provided in subparagraph A above, or ten percent (10%) of Company's monthly Gross Revenues, whichever sum is the greater. An officer of the COMPANY shall certify a report on all Gross Revenues for the preceding month, accompanying check, as correct.

Within sixty (60) days after the close of each year hereunder, COMPANY shall furnish the AIRPORT a statement certified as correct by an officer of the COMPANY showing all Gross Revenues derived from its operations of the automobile rental concession at the Airport for said year. If the aggregate payments made for any year hereunder shall exceed the greater of the (1) Minimum Annual Guarantee applicable to such year or (2) ten percent (10%) of said Gross Revenues during such year, the excess balance shall be credited to Company's account and applied against one or more of the next succeeding monthly payments during the next ensuing year, or for the final year of the Agreement and amounts due will be settled prior to expiration of the Agreement.

All sums due hereunder and the reports of statements of Gross Revenue shall be delivered to the Greater Baton Rouge Airport District Finance/Accounting Department.

The term "Gross Revenues" as used herein shall mean, for all purposes hereof, the aggregate of the entire amount of all revenues received or billed and services performed or derived by the COMPANY or any of its affiliates, subsidiaries, contractors for cash, credit, exchange or otherwise of every kind, name, and nature arising out of or from, or in connection with the rental of vehicles or other services provided for the customer on, at, or from the Premises or elsewhere on the property of the Airport, regardless of actual collection. Gross Revenue shall also include all revenues from customers who rent a vehicle at the COMPANY's Customer Service Area, after being transported from the Airport by any conveyance, or delivered by others to that facility. All amounts paid or payable on any vehicle exchanged elsewhere when such vehicle was originally contracted for, delivered, supplied or rented at the Airport shall also be considered as "Gross Revenue."

Gross Revenue shall include all revenues derived from the contracting for, delivering, picking up or renting of vehicles (and related accessories and/or equipment) from Airport property, regardless of ownership, area, fleet or location assignment and without regard to the manner in which, or place at which the vehicles or other products or services are ordered, furnished or where the vehicles are returned and without regard to duration, or of where, how, or by whom the payment is made. Gross Revenue shall also include all revenues from equipment or other contracts or business services performed for the customer.

The term "Gross Revenue" shall include (but is not limited to) the following:

Time and Mileage or Rental Charges

All charges related to vehicle fuel

Insurance

Other charges including, but not limited to, the following:

Personal accident insurance

Additional Fees Charged to Customers

Additional drivers

Underage driver

Upgrade of vehicle

Exchanges

Other Petroleum products

Intercity Fees (drop charges)

Facility charges

Transportation charges or valet parking services

Late fees (for vehicle not returned on time)

Other charges considered now or in the future

Equipment Charges

Child restraint seats

Cellular phone fees (including revenue from use of)

Car Racks for Recreational Gear (Ski, bike racks, etc.)

Recreational Gear (bikes, skiing equipment, bating equipment, fishing tackle, golf clubs, etc.

Tire Chains

Portable personal computers

Portable facsimile machines

Supplemental Liability Insurance

Gross Revenue shall also include the value of coupons and vouchers purchased by corporations and tour companies, either in advance, or invoiced after use, if the rental charges are not shown on the actual closing Rental Agreement. If a vehicle is rented at or from the AIRPORT, all Gross Revenue shown on the Rental Agreement shall be reported to the Airport.

The term "Gross Revenue" shall not include the following:

Customer Facility Charges (CFC), Collision Damage Waiver (CDW), or Loss Damage Waiver (LDW).

The amount of any federal, state, or municipal sales or other similar taxes separately stated on the Rental Agreement and collected from customer of COMPANY now or hereinafter levied or imposed.

Any Sums received by COMPANY as compensation for damage to vehicles or other property of COMPANY, or for loss, conversion, or abandonment of such vehicles. Amounts collected from customers for vehicles dropped off at the Airport, which were originally rented at another location to which COMPANY pays a concession fee.

If and to the extent that COMPANY provides any of the goods or services through the use of subcontractors, all revenue received or derived by such subcontractors on account of such goods or services, shall be deemed included in Gross Revenue (regardless of what portion, if any, of such revenue is received or retained by COMPANY). The Airport shall authorize all chosen subcontractors. If it is determined that subcontractors are not authorized by the Airport, the COMPANY shall be deemed to be in default of the Agreement.

Gross Revenue shall not be reduced by reason of any AIRPORT or other amount paid out or rebated by the COMPANY to travel agents or others with respect to any such rental. The COMPANY shall not allocate receipts to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

Gross Revenue shall not include receipts for car rentals resulting from reservations taken at the Airport for rentals outside of East Baton Rouge Parish.

There shall be no deduction allowed for bank charges or uncollected or un-collectible credit accounts or charges made by collection agencies. Bad debt losses shall not be deducted from Gross Revenue. In addition, each transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of the time when the COMPANY received payment (whether full or partial) therefore.

In no event shall the COMPANY's Gross Revenue from any rental be negative in any revenue category for purposes of this Agreement.

Books and Records. The COMPANY shall maintain a true and accurate set of books and records which, among other things, show all sales made and services performed for cash, credit or otherwise. AIRPORT may audit COMPANY's books and records at any time by a Certified Public Accountant selected by the AIRPORT. If the report of the accountant discloses an error in the COMPANY's books resulting in an underpayment to AIRPORT greater than five percent (5%) of the monthly amounts owed pursuant to this Agreement, all expenses of the audit shall be paid by the COMPANY together with any sum disclosed by the audit to the AIRPORT. In all other cases, the cost of the audit shall be paid by the AIRPORT. The final report of the Certified Public Accountant retained by the AIRPORT is conclusive upon both parties.

Late Charge. Payments due pursuant to the provisions of this Agreement that are received more than 10 days after the due date of any month shall include interest at the rate of one and one-half percent (1½%) per month pro-rated daily from the due date until paid.

Acceleration of Amounts Due. If COMPANY is determined to be in default of this Agreement, all amounts owed to AIRPORT for the remainder of the term of the Agreement shall become due and payable to AIRPORT immediately.

Credits. If AIRPORT has elected to accelerate the rental for the un-expired term of the lease, then at AIRPORT'S option, AIRPORT shall have the further option to re-enter the premises and to attempt to lease them for such rental and on such terms as AIRPORT may be able to obtain, in reduction of the amount due AIRPORT, or to let them on a month-to-month basis, and credit the net amount realized on the payment of the rental due for the full un-expired term of the lease, reserving the right to sue thereafter for any balance remaining due after credit for the rental actually received or estimated to be received. Any balance thus due shall be considered rental due under this lease and shall be secured by the AIRPORT'S privilege and right of detention. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice AIRPORT'S right to hold COMPANY liable for any amount due under this lease in excess of the amount for which the property is re-let. In addition, if the COMPANY fails or refuses to permit AIRPORT to re-enter the premises, AIRPORT shall have the right to evict COMPANY in accordance with the provisions of Louisiana Law, without forfeiting any of AIRPORT'S rights under this paragraph or under the other terms of this lease, and AIRPORT may at the same time or subsequently, sue for any money due or to enforce any other rights which AIRPORT may have.

ARTICLE IV. CUSTOMER FACILITY CHARGE

The COMPANY must collect from customers entering into each motor vehicle rental agreement with the COMPANY and remit to the AIRPORT a Customer Facility Charge ("CFC"), in an amount established by the AIRPORT, for each Transaction Day. A Transaction Day is defined herein as each 24-hour period or portion thereof commencing at the time of rental of a motor vehicle by a customer of the COMPANY. The CFC must be shown as a separate line item on the COMPANY's motor vehicle rental agreement. The COMPANY agrees that it will not refer to the CFC in its motor vehicle rental agreement or otherwise as a city or Airport charge or tax. The amount of the CFC collected and remitted by the COMPANY for each Transaction Day must be the same amount as the CFC collected and remitted by the other Companies pursuant to their respective concession agreements, which will be established and amended from time to time by the Director. The amount of the CFC is established by the City of Baton Rouge and Parish of East Baton Rouge in accordance with the City/Parish Resolution No. 51980 enacted on February 24, 2016, which established such charge. COMPANY acknowledges that the AIRPORT reserves the right to amend, at its sole discretion, said resolutions from time to time throughout the Term of this Agreement, and COMPANY agrees to comply with the terms and conditions of any such amendments.

On the first but not later than the fifteenth (15th) day of each calendar month during the Term of this Agreement, the COMPANY must remit to the AIRPORT the CFCs collected by the COMPANY during the immediately preceding calendar month. The COMPANY also agrees to furnish to the Aviation Director, in a form acceptable to the AIRPORT on the first but not later than the fifteenth (15th) day of each calendar month during the term of this Agreement, a true and correct statement of the CFCs collected by the COMPANY for the preceding calendar month signed by an Authorized Company Representative, together with all supporting documents and information reasonably requested by the AIRPORT. The COMPANY must maintain such books and records as will be sufficient to document the collection by the COMPANY and the remittance to the AIRPORT of all CFCs required to be collected pursuant to this Agreement. The COMPANY agrees to give the AIRPORT access during reasonable hours to such books and records. The COMPANY also agrees to provide, in writing, to the AIRPORT by not later than sixty (60) days following the end of each calendar year, the following information:

- a. The COMPANY'S Transaction Days per calendar month for the preceding 12-calendar month period beginning on each January 1 and ending on each subsequent December 31 (a "COMPANY Reporting Period") and;
- b. The total amount of the CFC collections each calendar month remitted by the COMPANY to the AIRPORT during the COMPANY Reporting Period.

Such information must be provided by the COMPANY to the AIRPORT with the following certification by an Authorized Company Representative:

"To the best of my knowledge, the information contained herein provided by the Company to the AIRPORT is complete and accurate."

The CFCs collected by the COMPANY must be accounted for separately on the COMPANY'S books of account. The COMPANY agrees to maintain a separate account in which it will hold all CFCs owed under this section. The COMPANY shall not commingle CFC collections with any of its other revenue. The CFCs collected by the COMPANY will be regarded as trust funds held by the COMPANY as an agent, for the beneficial interest of the AIRPORT. All CFCs collected and held by the COMPANY are property in which the COMPANY holds only a possessory interest and not an equitable interest or ownership.

The COMPANY is obligated to collect the CFCs at the rate determined by the AIRPORT in accordance with this Agreement. The COMPANY covenants and agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein.

ARTICLE V. REIMBURSEMENT OF SERVICE CENTER FACILITY IMPROVEMENTS

[Note: The following paragraphs are provided for informational purposes. The actual Lease and Concession Agreement will be tailored to address the specific Service Center facility improvements located on the premises leased by each successful Bidder.]

Following is a summary of the existing and required future capital improvements on the Service Center Areas:

A. Service Centers "A" "B" "C" "D" and "E": The capital improvements are owned by the Airport.

In the event at the expiration of the term of this Agreement, or at the expiration of any successor Airport Concession Agreement between the two parties hereto, COMPANY shall not be successful Bidder for an automobile rental concession, the AIRPORT will require the automobile rental company that replaces COMPANY in providing automobile rental service at the Airport to purchase COMPANY'S unamortized capital investment in fixed improvements located on the Service Center Area occupied by COMPANY as of the date of the termination of the then existing Airport Concession Agreement. Upon payment of the foregoing monies, any such newly successful automobile rental company shall have a capital investment base in said service facility area for the purpose of its amortization to the full amount of monies paid by it as herein above required. If at any later date, the use of said area shall pass to another successful bidder, then the company who made the first purchase shall be reimbursed for its unamortized investment as of the date of the termination of the then existing Airport Concession Agreement.

ARTICLE VI. TERMINATION BY AIRPORT

Termination. This Agreement shall automatically terminate and expire at the end of the term, as set forth in Article II hereof.

Airport's Right of Cancellation and Termination.

A. AIRPORT may cancel and terminate this Agreement by giving COMPANY thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

- The filing of COMPANY of a voluntary petition for bankruptcy.
- The institution of proceedings in bankruptcy against COMPANY and adjudication of COMPANY as a bankrupt pursuant to said proceeding.
- The taking by a Court of jurisdiction of COMPANY and its assets pursuant to proceedings brought under the provisions of any federal re-organizational acts and said proceeding is not dismissed, discontinued or vacated.

- The appointment of a receiver of COMPANY's assets and the receivership shall not be set aside within thirty (30) days after such appointment.
- The divestiture of COMPANY's estate herein by operation of law.
- The abandonment by COMPANY of the assigned Premises, or of its business operations thereon.
- The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease.
- COMPANY operates more than one brand from the leased premises. (Such a practice, commonly referred to as "dual branding" is expressly prohibited during the term of this Agreement.)
- COMPANY diverts, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in this Agreement. Diversion shall include, but not be limited to, the following situations:
 - (a) Shortage of rental autos at the Airport while having rental autos available elsewhere in East Baton Rouge Parish, renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenue defined under the Agreement.
 - (b) The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in the East Baton Rouge Parish other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenue.

Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside East Baton Rouge Parish.

1. COMPANY fails to pay any sum which COMPANY is obligated to pay AIRPORT and the default continues for a period of thirty (30) days after written notice, as provided in this Article, has been given by AIRPORT to COMPANY.
2. The failure of COMPANY to conduct its operations in accordance with all the terms and conditions of this Agreement.

B. In any of the aforesaid events, cancellation shall be effective upon the date specified in the AIRPORT's written notice to COMPANY, and, upon said date, COMPANY shall be deemed to have no further rights hereunder and AIRPORT may take immediate possession of the assigned Premises and remove COMPANY's effects, by forcible eviction, if necessary, without being deemed guilty of trespassing.

ARTICLE VII. DEFAULT

If COMPANY defaults in the payment of any sum which COMPANY is obligated to pay AIRPORT, or if COMPANY defaults in any other obligation under this Agreement, and the default continues for a period of thirty (30) days after written notice as provided in Article VI, has been given by AIRPORT to COMPANY, AIRPORT may at its option and without further notice or demand, terminate this Agreement and remove COMPANY and all of COMPANY's property and equipment from the lease premises. In the event of a default by COMPANY, all amounts due under the provisions of this Agreement during the remaining term of the Agreement shall become due and payable to AIRPORT immediately.

Nothing in this clause limits AIRPORT's right to pursue any remedy available to it for a default under law or in equity.

ARTICLE VIII. TERMINATION BY COMPANY

COMPANY may cancel this Agreement, if COMPANY is not in default of this Agreement (including but not limited to, its payments to AIRPORT hereunder), by giving AIRPORT sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

D. The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing the AIRPORT, or any part thereof, containing the assigned Premises, for Airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

E. The default by AIRPORT in the performance of any covenant or agreement herein required to be performed by AIRPORT and the failure of AIRPORT to remedy such default for a period of ninety (90) days after receipt from COMPANY of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if AIRPORT shall have remedied the default prior to receipts of COMPANY'S notice of cancellation.

- The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part of parts thereof, in such a manner as to completely eliminate the operation of COMPANY, for a period of ninety (90) days.

Surrender of Premises

Notwithstanding the obligations of COMPANY and rights of AIRPORT provided in Article VI hereof COMPANY expressly agrees that it shall immediately surrender the assigned Premises to AIRPORT in good and fit condition upon termination or cancellation of this Agreement, depreciation and wear from ordinary use for the purpose for which the premises were leased being excepted. All repairs and obligations for which the COMPANY is responsible shall be completed thirty (30) days prior to surrender. In the event the COMPANY shall holdover, refuse, or fail to give up the possession of the assigned Premises at the termination of this Agreement (and following the time period granted for removal of improvements, if any, as may be required by AIRPORT pursuant to Article VI hereof), COMPANY shall be liable to AIRPORT for any and all damages. COMPANY, within fifteen (15) calendar days following the termination of this Agreement shall remove all of its personal property. Any personal property of COMPANY not removed in accordance with the Article VI may be removed and placed in storage by the AIRPORT at the sole cost of COMPANY. Failure on the part of COMPANY to reclaim its personal property as provided by law shall constitute a gratuitous transfer of title to the AIRPORT for whatever disposition is deemed to be in the best interest of the AIRPORT.

ARTICLE IX. OPERATION THROUGH LICENSEE

It is expressly agreed and understood that any and all obligations of COMPANY hereunder may be fulfilled or discharged either by COMPANY or by a Licensee duly appointed hereto by COMPANY, and only with the prior written approval by AIRPORT in the form of a resolution adopted by the Greater Baton Rouge Airport District Commission and the Metropolitan Council. Any such attempted operation through a Licensee without Airport approval shall be null and void. Any and all privileges of every kind granted COMPANY hereunder may extend to and be enjoyed by such Licensee so appointed; provided, however, that notwithstanding the method of operation employed by COMPANY hereunder COMPANY shall continue always to remain directly liable to AIRPORT for the performance of all terms and conditions of this Agreement.

ARTICLE X. ASSIGNMENT AND SUBLETTING

COMPANY shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement including, but not limited to, placing any security device, mortgage, etc., on or affecting any improvements, construction, or equipment placed upon the subject premises, or sublet the assigned Premises or any part thereof, without the prior written consent of AIRPORT in the form of a resolution adopted by the Greater Baton Rouge Airport District Commission and Metropolitan Council.

Any such attempted assignment, transfer or sublease without AIRPORT approval shall be null and void. In the event the AIRPORT consents in writing as aforesaid, COMPANY shall have the right to the extent permitted by AIRPORT's consent to sublease or assign all or any portion of the assigned Premises, provided that any such sublease or assignment shall be limited to only the same purposes as are permitted under this Agreement. Any such sublease or assignment shall be subject to the same conditions, obligations and terms as set forth herein and COMPANY shall be fully responsible for the observance by its sub lessee of the terms and covenants contained in this Agreement. Notwithstanding anything herein to the contrary, in the event of an approved sublease, COMPANY shall remain primarily liable to AIRPORT for fulfilling all obligations, terms and conditions of this Agreement, throughout its entire term.

ARTICLE XI. OPERATIONS OF COMPANY

COMPANY shall not erect, place upon or maintain any improvements on the premises, nor conduct or carry on at or upon the Airport any business in violation of any rule, regulation, order, statute or ordinance of any governmental agency having jurisdiction therefore.

A. All taxes and assessments which become due and payable upon fixtures, equipment or other property caused or suffered by COMPANY to be placed upon the premises or used by COMPANY in the course of its business shall be paid promptly by COMPANY.

B. COMPANY shall keep the premises in a neat, orderly and safe condition, and free of waste, rubbish and debris throughout the term of this Agreement.

C. COMPANY shall keep the premises free from any and all liens of any kind or nature for any work done, labor performed or materials furnished thereon at the instance or request, or on behalf of COMPANY; and COMPANY shall indemnify and save harmless the AIRPORT from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed or materials furnished.

D. COMPANY shall take all reasonable measures to maintain, develop and increase the business conducted by it hereunder and shall not divert or cause to be diverted any car rental business from the Airport. Diversion of car rental business shall include, but not be limited to, the following situations:

1. Shortage of rental autos at the Airport while having rental autos available elsewhere in East Baton Rouge Parish, renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenues defined under the Agreement.
2. The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in East Baton Rouge Parish other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenues.

Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside East Baton Rouge Parish.

E. Under no circumstances shall COMPANY operate more than one brand from the leased premises. Such a practice, commonly referred to as "dual branding," is hereby expressly prohibited under this Agreement.

F. Company shall procure from all governmental authorities having jurisdiction over the car rental industry, all licenses, certificates, permits or other authorization that may be necessary for the conduct of its operations to governmental agencies and private persons promptly without annoyance to AIRPORT.

G. COMPANY shall not knowingly cause any annoyance or nuisance on the premises or knowingly permit anything which may result in or create a nuisance on the premises or install, maintain or operate any vending machine or devices to dispense any products whatsoever without written permission of AIRPORT.

H. COMPANY agrees to furnish good, prompt and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, on a reasonable and fair basis.

I. COMPANY agrees that next previous or current model year rental vehicles shall be made available hereunder and shall be maintained at company's sole expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.

J.

K. COMPANY agrees that the facilities to be provided to COMPANY hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for automobile rental services. COMPANY agrees that its counters will be manned on a daily basis in order to provide service to passengers on all flights, including late flights.

L. COMPANY agrees that personnel performing services hereunder shall be neat, clean, courteous and wear uniforms, and COMPANY shall not permit its agents, servants, or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the space assigned in any manner whatsoever except through the use of signs approved by the Director of Aviation. COMPANY will not allow its employees to loiter in any area other than those leased by COMPANY.

M. COMPANY will keep or cause to be kept true, accurate and complete records of business conducted hereunder and COMPANY further agrees that AIRPORT shall have the right, through its duly authorized agents or representatives to examine and audit all pertinent records at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made by COMPANY.

ARTICLE XII. INDEMNIFICATION AND INSURANCE

A. Indemnification. COMPANY shall keep and hold the AIRPORT herein and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of the COMPANY, its agents, servants or employees, or arising out of the operations of the COMPANY upon and about the Airport, excepting such liability as may result from the sole negligence of the AIRPORT, its officers, directors, servants, agents or employees; provided, however, that upon filing of any claim with the AIRPORT for damages arising out of incidents for which COMPANY herein agrees to hold AIRPORT harmless, then and in that event the AIRPORT shall notify COMPANY of such claim and COMPANY shall further use legal counsel reasonably acceptable to AIRPORT in carrying out COMPANY's obligations hereunder. Any final judgment rendered against the AIRPORT for any cause for which COMPANY is liable hereunder shall be conclusive against COMPANY as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement.

B. Insurance. COMPANY shall carry during the term of this Agreement the liability insurance coverage with limits of liability as hereinafter stated, but the carrying of such insurance coverage shall not relieve COMPANY of any of its obligations under this Agreement. COMPANY shall, without expense to AIRPORT and upon commencement of the term thereof, obtain and cause to be kept in force liability insurance coverage, insofar as such coverage is available under policies and endorsements thereto approved by the AIRPORT insuring against the liabilities set forth in indemnification paragraph above, such insurance to include by way of example but not by way of limitation, comprehensive general liability coverage and primary automobile liability insurance coverage, and shall not be in not less than that amount hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, and which are approved by the AIRPORT and licensed, to do business in Louisiana. Such insurance policies shall contain an endorsement providing that the AIRPORT will be given not less than thirty (30) days' notice prior to the cancellation or change of coverage provided by said policies. The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement and the insurance carrier shall not avoid liability under such policies by claiming AIRPORT's governmental immunity.

COMPANY shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the AIRPORT evidencing such insurance coverage. In the event AIRPORT is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this AGREEMENT, COMPANY shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the AIRPORT with certificates evidencing the re-establishment of the insurance coverage required hereby.

It is specifically understood and agreed that the COMPANY at its sole cost and expense, shall carry and maintain at all times during the performance of this Agreement, the following types of insurance:

- A. Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana.
- B. Commercial General Liability insurance coverage shall be provided with limits of no less than \$5,000,000 for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if these coverages apply exclusively to this Agreement. If coverages are for multi-location policy, then said policy will not be restricted by an Aggregate. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
- C. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all owned, hired, and non-owned automobiles.
- D. Commercial Property insurance coverage in an amount equal to 100% of the value of the improvements (facility) to meet the coinsurance provisions of the policy.

The following shall be named as Additional Insured under all policies of insurance:

The Greater Baton Rouge Airport District
The Greater Baton Rouge Airport Commission
The City-Parish of East Baton Rouge
The Metropolitan Council

Provided however, such liability insurance coverage shall also extend to damage, destruction and injury, to AIRPORT or leased property and AIRPORT personnel, and caused by, or resulting from work, acts, operations or omissions of COMPANY, its officers, agents, employees and independent contractors on the Airport. The AIRPORT shall have no liability for any premiums charged for such coverage, and the inclusion of the AIRPORT as an additional insured is not intended to, and shall not, make the AIRPORT a partner or joint venture with COMPANY in its operations on the Airport.

COMPANY shall carry during the term of this Agreement Commercial Property coverage insurance on all fixed improvements erected/or purchased by COMPANY on the Service Facility demised premises to the full insurable value thereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property.

The following Waiver of Subrogation in favor of the City of Baton Rouge, Parish of East Baton Rouge shall be added; "COMPANY, its agents, employees and insurer(s) hereby release the City of Baton Rouge, Parish of East Baton Rouge, 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 COMPANY, its agents or insurers may sustain incidental to or in any way related to COMPANY's operation under this Agreement."

ARTICLE XIII. NOTICES

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to

AIRPORT:

DIRECTOR OF AVATION
BATON ROUGE METROPOLITAN AIRPORT
9430 JACKIE COCHRAN DRIVE
SUITE 300, TERMINAL BUILDING
BATON ROUGE, LA. 70807

COMPANY:

NAME AND ADDRESS
CAR RENTAL COMPANY

ARTICLE XIV. NONDISCRIMINATION AND ACDBE REQUIREMENTS

This Agreement is subject to the regulations of the U.S. Department of Transportation, 49 CFR Part 23. The COMPANY agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23.

Company for itself, heirs, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements.

Company further agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Company transfers its obligation to another, the transferee shall be obligated in the same manner as the Company.

In the event of breach of any of the nondiscrimination covenants contained herein, the City of Baton Rouge and Parish of East Baton Rouge, as represented by the Greater Baton Rouge Airport District, shall have the right to terminate the agreement and re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

The Code of Federal Regulations, Title 49, Part 23 (49 CFR Part 23) as amended, and the Baton Rouge Metropolitan Airport Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference into this contract. Copies of these documents are available upon request from the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Dr., Suite 300, Baton Rouge, Louisiana 70807.

The requirements of 49 CFR Part 23, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Airport to ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in DOT-assisted contracts. BRMA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 23 (49 CFR Part 23.9).

A goal of 2.42 % has been established for rental car concessions. Company has committed to a minimum of ___% per annum to this contract.

The COMPANY agrees to include the above statements in any subsequent concession or sub-contractual agreements that it enters and cause those businesses to similarly include the statements in further agreements.

ARTICLE XV. PERFORMANCE GUARANTEE

Within sixty (60) days after the acceptance of COMPANY'S bid, the COMPANY shall furnish an irrevocable Letter of Credit from a domestic bank, the form of which shall be subject to the final approval of the Director of Aviation, equal to the Minimum Annual Guarantee for the first year of this Agreement, to guarantee performance of its obligations under the Agreement. A Letter of Credit shall be furnished, and shall be kept in full force during the term of this Agreement and approved by the AIRPORT. The COMPANY shall submit, no later than thirty (30) days before the end of each Agreement year, a new irrevocable Letter of Credit in an amount equal to the Minimum Annual Guarantee for that year.

ARTICLE XVI. ENVIRONMENTAL CLAUSE

16.01 COMPANY shall comply, at its own cost and expense with all laws and regulations now existing or hereafter enacted, including but not limited to all Federal laws and any rules and/or regulations promulgated by any department, agency or division thereof, sanitary laws and ordinances, with all rules and requirements of the State Board of Health, and with all other Federal, State, Parish and Municipal requirements affecting the use, operation, and cleanliness of the leased premises, and shall comply with all rules and regulations of any local Board of any authorized organization of fire underwriters and of any state authorities relating to safeguarding against fires, and shall in every other regard use and occupy the leased premises in accordance with all applicable rules and regulations of any State, Parish and Municipal governmental authorities.

16.02 COMPANY shall comply with all local, State and Federal environmental laws and regulations. COMPANY assumes all liability for any environmental hazards including fuel leaks, spills, seepage, fires and ground or water contamination, which are created during the term of this Agreement. At the termination of this Agreement, COMPANY must return the Premises to its original state. At AIRPORTS' option, the Premises shall be inspected and approved in writing by an independent geotechnical specialist at COMPANY'S cost, and approved by AIRPORT before COMPANY may be released from liability.

16.03 COMPANY hereby agrees, jointly and severally, unconditionally, absolutely and irrevocably, to indemnify, defend (with counsel reasonably acceptable to AIRPORT and at COMPANY'S sole cost) and hold harmless AIRPORT, its successors and assigns, and their respective officers, directors, employees, shareholders, agents and affiliates, against and in respect of:

16.03(a) any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred by AIRPORT (or any other person indemnified hereunder) in connection with the breach of the representations, warranties and covenants contained in this Agreement or any representation, covenant and warranties in this Agreement pertaining to pollution, hazardous materials, toxic substances and environmental matters or in connection with any inquiry, charge, claim, cause of action, demand or lien made or arising directly to indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the leased property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Materials" (as hereinafter defined) including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the "Statutes" (as hereinafter defined), whether now known or unknown, including without limitation:

16.03(a)(I) any costs, fees or expenses incurred in connection with the removal, encapsulation or other treatment of Hazardous Material from or on the Property;

16.03(a)(II) any reasonable attorney's fees and expenses, engineers' fees, and/or charges of any contractor or expert retained or consulted in connection with any inquiry, claim or demand, including without limitation any costs incurred in connection with compliance with such inquiry, claim or demand;

16.03(b) any loss, liability, cost, expense or damage (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by AIRPORT (or any other person indemnified hereunder) as a result of, arising out of or in connection with any failure of the Property to comply with all applicable environmental protection laws, ordinances, rules and regulations, and any litigation, proceeding or governmental investigation relating to such compliance or non-compliance; and

16.03(c) any loss, liability, cost, damage or expense suffered or incurred by AIRPORT (or any other person indemnified hereunder) directly or indirectly arising from any claim, action, demand, cause of action or damage relating to or in connection with any personal injury concerning or relating to the presence of asbestos or other Hazardous Material on the leased Property.

As used herein, "*Hazardous Material*" means and includes, without limitation: (I) "hazardous substances", or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as amended and hereafter amended; (II) "hazardous wastes", as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq., as amended and hereafter amended; (III) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substances or material, all as amended or hereafter amended; (IV) petroleum products, including, but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and substances containing hydrocarbons (other than petroleum products which are normally contained in motor vehicles, to the extent that said petroleum products are not released from said motor vehicles; (V) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended (collectively, the "*Statutes*"); (VI) asbestos in any form or condition; and (VII) polychlorinated biphenyls ("*PCB*") or substances or compounds containing PCBs.

16.03(d) The provisions of and undertakings and indemnification set out in this indemnity shall continue indefinitely in full force and effect and shall survive the satisfaction, termination, suspension or closure of this Agreement, and shall continue to be the personal liability, obligation and indemnification of the COMPANY, binding upon the COMPANY, jointly and severally, forever.

16.03(e) The provisions contained in Article XVI herein shall govern and control over any inconsistent provision of this Agreement, and any other agreement, instrument, or document evidencing or securing the Agreement; including, without limitation, any exculpatory or non-recourse provisions contained in any of the foregoing agreements.

16.03(f) If any time or times hereafter AIRPORT employs counsel for advice or other representation (i) with respect to the Indemnity herein, (ii) except as otherwise expressly provided herein, to represent AIRPORT in any litigation, contest, dispute, suit or proceeding (whether instituted by AIRPORT, COMPANY, or any other party) in any way or respect relating to the Indemnity herein (if AIRPORT prevails in the litigation, suit or proceeding in question), or (iii) to enforce COMPANY'S obligations hereunder, then in said event(s), all of the reasonable attorneys' fees and expenses arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by COMPANY to AIRPORT, on demand.

16.03(g)(I) COMPANY shall notify AIRPORT promptly upon receipt of any inquiry, notice claim, charge, cause of action or demand pertaining to the matters indemnified hereunder, including without limitation any notice of inspection for cause, abatement or non-compliance stating the nature and basis of which inquiry or notification. COMPANY shall immediately deliver to AIRPORT any and all documentation or records as AIRPORT may request in connection with such notice or inquiry, and shall keep AIRPORT advised of any subsequent developments.

16.03(g)(II) AIRPORT shall give written notice to the COMPANY of any claim against AIRPORT which might give rise to a claim by AIRPORT against the COMPANY under this Agreement stating the nature and basis of the claim, the amount thereof and reasonable best estimate of the amount of the COMPANY'S liability to AIRPORT in connection therewith.

16.03(g)(III) If any action shall be brought against AIRPORT, then after AIRPORT notifies the COMPANY thereof as provided above, defense thereof at the expense of COMPANY with counsel reasonably satisfactory to AIRPORT and to settle and compromise any such claim or action; provided, however, that AIRPORT may elect to be represented by separate counsel, at AIRPORT'S expense, and if AIRPORT so elects, such settlement or compromise shall be effected only with the consent of AIRPORT, which consent shall not be withheld or delayed if the settlement or compromise does not impose any liability on AIRPORT or any other party indemnified hereunder and shall not otherwise be unreasonably withheld or delayed.

16.03(h) Except in the event any failure, delayed, act or omission is the result of AIRPORT'S willful misconduct or gross negligence, and then only to the extent COMPANY is prejudiced thereby, COMPANY'S obligations hereunder shall in no way, manner or respect be impaired, affected, reduced or released by reason of any act or omission of AIRPORT in connection with any notice, demand, warning or claim regarding Hazardous Materials on the leased Property. Notwithstanding anything to the contrary contained in the indemnity herein, the indemnifications set forth herein shall not be applicable to any loss, liability, cost, injury, expense or damage arising solely out the gross negligence or willful misconduct of AIRPORT.

16.03(i) The Indemnity herein shall be continuing, irrevocable and binding on the COMPANY, jointly and severally, and its respective successors and assigns and shall inure to the benefit of AIRPORT and AIRPORT'S successors and assigns. COMPANY'S obligations hereunder may not be assigned. The dissolution of the COMPANY shall not affect this Agreement or any of COMPANY'S obligations hereunder.

16.03(j) Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally serviced, tele copied or sent by overnight courier or U.S. Mail and shall be deemed given: (i.e.) if served in person, when served; if tele copied, on the date of transmission if before 3:00 p.m. (Baton Rouge time); provided that a hard copy of such notice is also sent, if by overnight courier, on the first business day after delivery to the courier; or if by U.S. Mail, on the fourth (4th) day after deposit in the mail postage prepared, certified mail, return receipt requested or to any party at such other addresses as such party may designate in a written notice to the other party given in the manner specified herein.

To AIRPORT: Director of Aviation
Baton Rouge Metropolitan Airport District
9430 Jackie Cochran Dr.
Suite 300, Terminal Building
Baton Rouge, LA 70807

ARTICLE XVII. MISCELLANEOUS

COMPANY will comply with all applicable sections of Public Law 101-336, commonly known as the Americans with Disabilities Act.

COMPANY agrees the authority has the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent COMPANY from erecting, or permitting to be erected, any buildings or any other structure on the AIRPORT which, in the opinion of AIRPORT would limit the usefulness of the AIRPORT on constitute a hazard to aircraft.

During time of war or national emergency, AIRPORT shall have the right to lease the landing area or any part thereof, to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

AIRPORT reserves the right to further develop and improve the landing area of the AIRPORT as it sees fit, regardless of the desires or view of the COMPANY, and without any interference or hindrance whatsoever.

The rights granted hereunder are expressly limited to the construction, development, maintenance, and operation of the Car Rental Concession pursuant to the terms of this Agreement, and nothing contained herein shall be construed to give COMPANY any rights in any future expansion, renovation, or relocation of the AIRPORT or Terminal.

AIRPORT reserves the right, but shall not be obligated to COMPANY, to maintain and keep in repair the landing area of the AIRPORT and all publicly owned facilities of the AIRPORT, together with the right to direct and control all activities of COMPANY in this regard.

The right to conduct car rental activities for furnishing services to the public is granted the COMPANY subject to COMPANY furnishing said service on a fair, equal and not unjustly discriminatory basis to all users thereof.

The right to conduct car rental activities for furnishing services to be public is granted the COMPANY subject to COMPANY charging fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that the COMPANY may be allowed to make reasonable and nondiscriminatory discounts, rebated or other similar types of price reduction to volume purchasers.

It is clearly understood and agreed by the COMPANY that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating rental cars on the AIRPORT from performing any services on its own rental cars with its own regular employees (including, but not limited to, maintenance and repairs) that it may choose to perform.

The AIRPORT may provide parking facilities to the COMPANY's employees in common with the employees of other tenants and users of the AIRPORT. The AIRPORT retains the right to impose a reasonable charge for the privilege of using these parking facilities.

AIRPORT shall not be responsible or liable to COMPANY for any claims for compensation or any losses, damages, or injury sustained by COMPANY resulting from (1) cessation for any reason of air carrier operations at the Terminal, or (2) diversion of passenger traffic to any other facility, or (3) reduction in COMPANY's sales or profits due to AIRPORT's renovation or relocation of the terminal at any time.

Notwithstanding anything to the contrary herein, COMPANY shall not use or permit the use of the Leased Premises or the AIRPORT for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Assigned Premises or the AIRPORT or COMPANY.

The failure of AIRPORT to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that AIRPORT may have for any subsequent breach, default, or non-performance, and AIRPORT's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the AIRPORT acquired the land or improvements thereon, of which said Assigned premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. COMPANY understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between AIRPORT and the United States of America, or any of its agencies, relative to the operation or maintenance of the AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT.

Nothing in this Agreement shall be construed to waive or limit AIRPORT's governmental authority as a political subdivision of the State of Louisiana to regulate COMPANY or its operations.

All rights not specifically granted COMPANY by this Agreement are reserved to the AIRPORT.

The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

To the extent allowed by law, COMPANY and AIRPORT agree and stipulate that jurisdiction venue for any action arising from this Agreement shall be in the 19th Judicial District Court of the Parish of East Baton Rouge, Louisiana.

This Agreement shall be governed by and in accordance with the laws of the State of Louisiana. If an attorney is employed to enforce or protect any claim of AIRPORT arising from this Lease/Concession Agreement, the COMPANY shall pay, to the AIRPORT as the fee of that attorney, an additional sum amounting to twenty-five (25%) per cent of the amount of the claim, or, if the claim is not for money, then such sum as will constitute a reasonable attorney's fee, together with all costs, charges and expenses.

The authorized employees and representatives of the AIRPORT and any applicable federal, state and local governmental entity having jurisdiction hereof shall have the right of access to the Leased Premises at all reasonable times for the purpose of inspections for compliance with the provisions of this Agreement.

The headings of the various articles and sections of this Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

The terms, conditions and covenants of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their successors, assignees and sub-lessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

The parties expressly agree that time is of the essence in this Agreement and the failure by COMPANY to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of AIRPORT without liability, in addition to any other rights or remedies, relieve AIRPORT of any obligation to accept such performance.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

AIRPORT reserves the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent COMPANY from erecting, or permitting to be erected, any building or any other structure on the AIRPORT which, in the opinion of AIRPORT would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.

Anti-Kickback

The COMPANY shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all contracts to ensure compliance with such regulations and laws.

IN WITNESS WHEREOF, the parties hereto have caused these presents required by law.

Witness:

AIRPORT:

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE ON BEHALF OF THE
GREATER BATON ROUGE AIRPORT DISTRICT

BY: _____

Sharon Weston Broome, Mayor-President

Witness:

COMPANY:

Car Rental Name

Signature

VI. EXHIBITS

Exhibit A: Counter / Office Areas

Exhibit B: Service Center Areas

Exhibit C: Ready Car Area

EXHIBIT A
COUNTER AND OFFICE SPACES

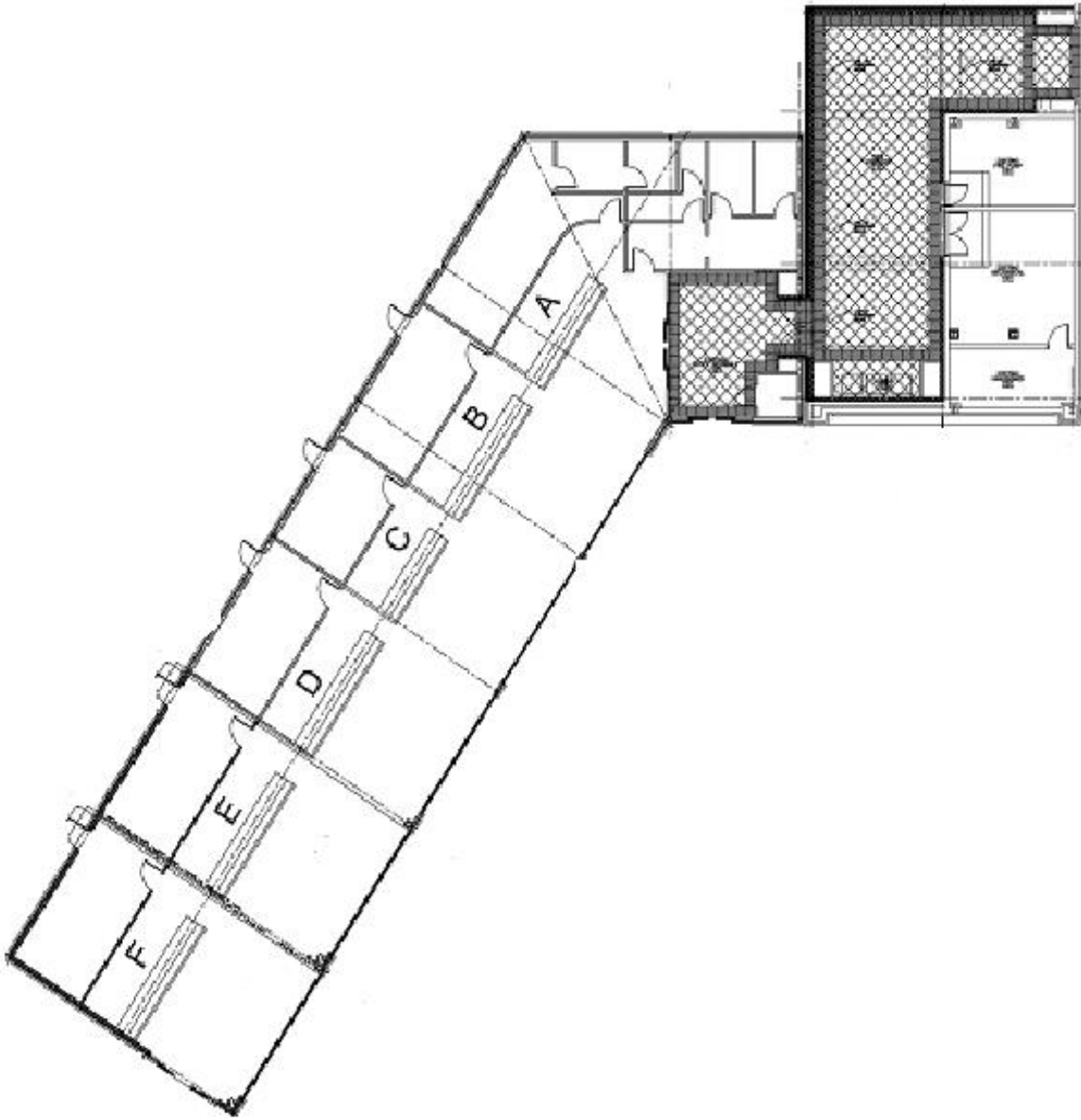


EXHIBIT B

SERVICE CENTERS

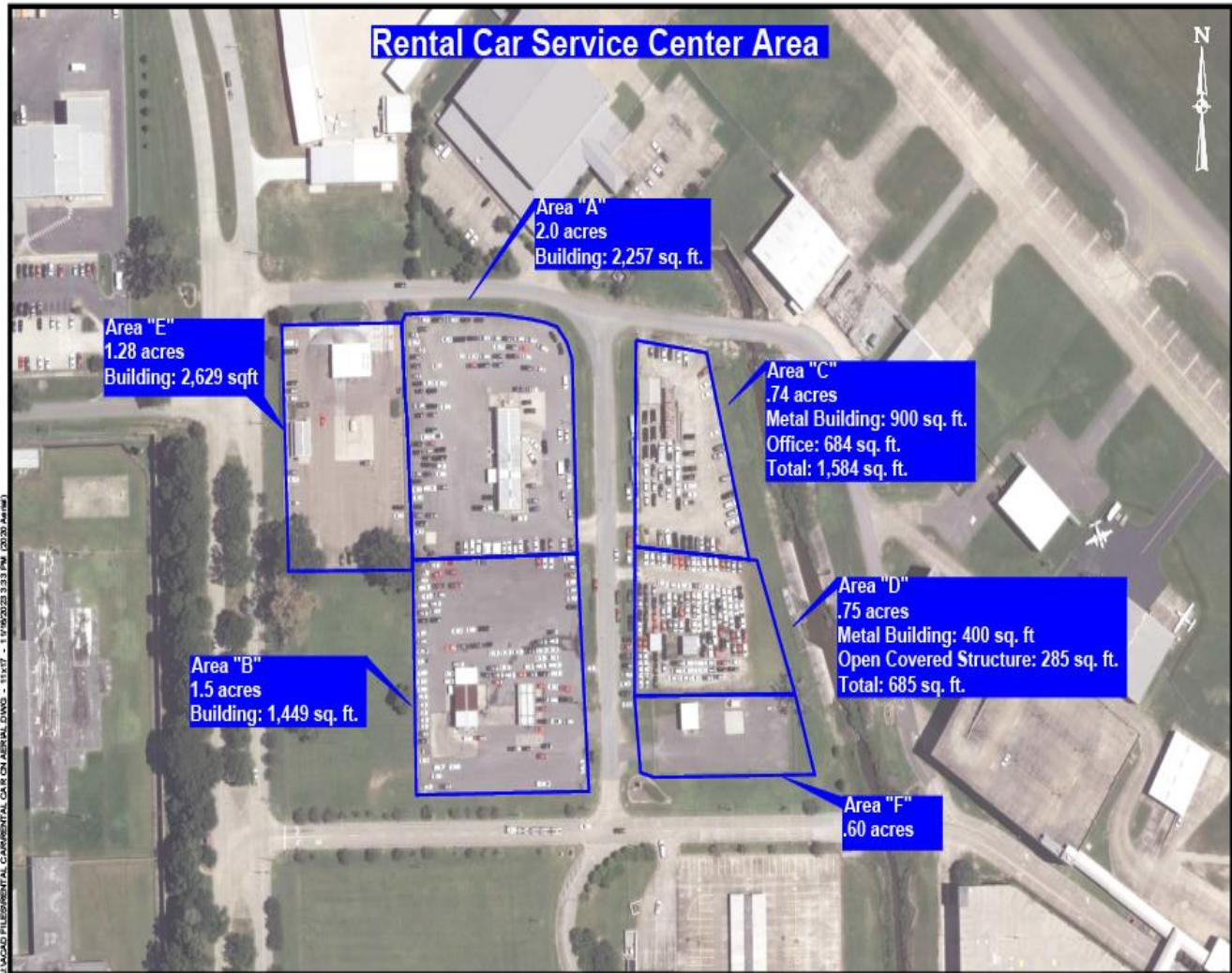
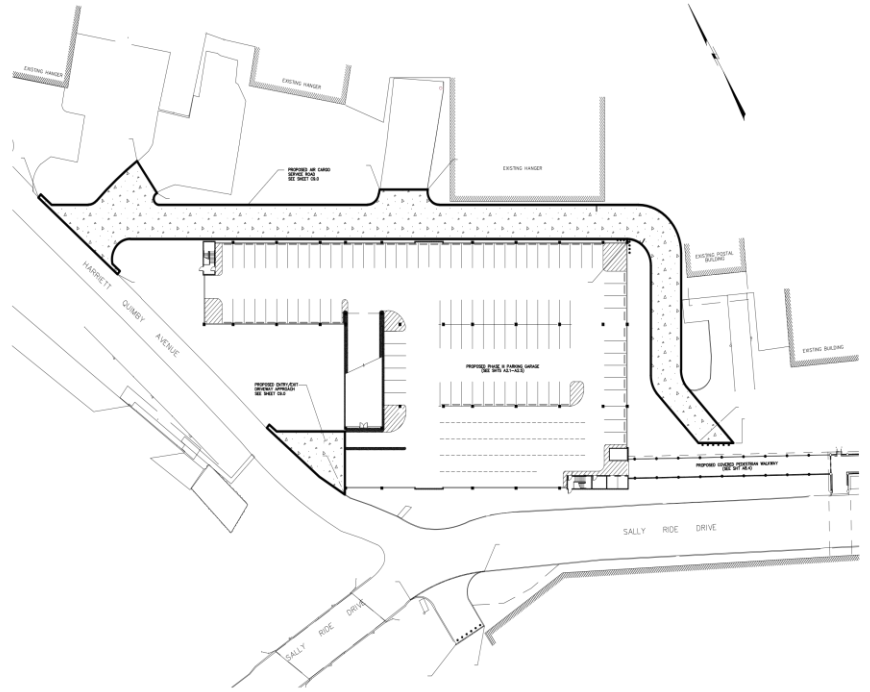


EXHIBIT C

PERMANENT READY CAR GARAGE



**Ready Car Area
Parking Garage III**

19\ACAD\FEEDBACK\PERMANENT CARREADY LOT PARKING GARAGE III.DWG 10/10/18 LAVOYTT

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

A. General Liability Insurance

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

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

B. Automobile Liability Insurance

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

Bodily Injury and

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

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

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

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

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

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

H The Certificate Holder should be shown as:

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

BIDDER'S ORGANIZATION

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: _____

Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

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.: _____

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

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation

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

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

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

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

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

This ___ day of _____, 20___.

SECRETARY

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

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

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

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

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

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

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

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

- a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- b) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.
- d) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- e) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. 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.

1. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
2. . **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
 - a. The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
3. 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.
4. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
5. 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.
6. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - e. The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.
7. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- a. The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.
- a. Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

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

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

CONTRACTOR

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

Date: _____

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

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

Use of Funds.

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

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

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

Maintenance of and Access to Records.

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

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

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

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

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

Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- 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.

Remedial Actions. In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

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

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

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

Debts Owed the Federal Government.

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

Disclaimer.

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

Protections for Whistleblowers.

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

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

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

FAIR CHANCE ORDINANCE

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

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

Date

Authorized Signature

Authorized Name (Printed)