

REQUEST FOR QUALIFICATIONS



For

**City of Baton Rouge – Parish of East Baton Rouge
Corridor Cleaning**

Solicitation No.: 2024-01-7300

RFQ Opening Date: March 18, 2024 at 2:00 PM, CST

**CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE
OFFICE OF THE MAYOR-PRESIDENT
DIVISION OF PURCHASING**

KEY REMINDERS TO PROSPECTIVE PROPOSERS

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFQ and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in designated place on Attachment B - Proposal Form.
- Retain the complete set of specifications and contract documents for your files.

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Request for Qualifications for Corridor Cleaning

1. Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain qualifications as allowed by EBR Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing litter removal and disposal or litter and debris removal services within the right of ways located in the East Baton Rouge Parish limits.

2. General Instructions

Proposers **must** deliver proposals no later than **March 18, 2024, at 2:00 PM, CST** to our physical address at the following location:

City of Baton Rouge
Purchasing Division
222 Saint Louis Street
8th Floor, Room 826
Baton Rouge, LA 70802

Proposers may deliver proposals prior to **March 18, 2024 at 2:00 PM CST** between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than March 18, 2024 **at 2:00 pm, CST** local time. Proposals submitted for consideration will consist of the following:

- Proposers will submit one (1) **signed** hardcopy of the original proposal (signed on Attachment B Proposal Form) in a sealed envelope, marked [**Original**] **2024-01-7300 – Request for Qualifications for Corridor Cleaning**. Additionally, proposers should submit five (5) additional hard copies of the signed proposal in a sealed envelope, marked [**Copy**] **2024-01-7300 – Request for Qualifications for Corridor Cleaning**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **2024-01-7300- Request for Qualifications for Corridor Cleaning**, and one (1) redacted copy of the proposal, if applicable.
- A Title Page, Table of Contents, signed Letter of Transmittal, and Proposal Contents as outlined and requested within Attachment A of this RFQ.
- All required attachments indicating authority which are acceptable to the public entity (hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFQ on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

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

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **2024-01-7300 - Request for Qualifications for Corridor Cleaning** and attend all factors applicable in a professional relationship.

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

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

Copies of the Request for Proposal may be obtained from LaPAC

(<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>),

Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: :337710analytlabservs@brla.com

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

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

3. Receipt of Proposals

PROPOSALS **MUST BE RECEIVED BY THE CITY OF BATON ROUGE/EAST BATON ROUGE PARISH AT THE PHYSICAL ADDRESS OF THE PURCHASING DIVISION ON OR BEFORE THE SUBMISSION DEADLINE.**

The City of Baton Rouge/EBR Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

Item	Anticipated Schedule
1 st Publishing RFQ	February 12, 2024
2 nd Publishing RFQ	February 19, 2024
3 rd Publishing RFQ	February 26, 2024
MANDATORY Pre-Proposal Conference & Job Site Visits	February 29, 2024, 9:00 AM
Deadline to Receive Written Inquiries	March 5, 2024 5:00 PM
Deadline to Answer Written Inquiries	March 11, 2024 5:00 PM
Proposal Submission Deadline	March 18, 2024 2:00 PM
Oral Discussions with Proposers (if needed)	March 25, 2024
Notice of Intent to Award	April 26, 2024
Contract Initiation	2nd Quarter 2024

***The City of Baton Rouge/EBR Parish reserves the right to deviate from these dates.**

If the City of Baton Rouge/EBR Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard EBR Parish provisions shown in Attachment E for **the 2024-01-7300-Request for Qualifications for Corridor Cleaning** and the proposal forms shown in Attachment B.

In case a pre-proposal conference is not held, the EBR Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

The contract project period is expected to commence immediately from the date of consultant selection (depending on when the contract between the selected Consultant and City of Baton Rouge/EBR Parish is finalized). Work will commence as sites are enrolled in the **2024-01-7300 - Request for Qualifications for Corridor Cleaning**. The contract is proposed to begin **May 1, 2024-April 30, 2025** with two (2) renewable 12 month options under the same terms, conditions and pricing as the original contract upon mutually approval by both parties up to 36 months with agreed upon CPI increases only.

Proposer Inquiry

The City of Baton Rouge/EBR Parish will initiate a Proposer Inquiry period for all interested potential proposers to perform a procedural review of the Request for Qualifications, submit written inquiries, and receive an official response from the City of Baton Rouge/EBR Parish. Official responses from the City of Baton Rouge/EBR Parish to written inquiries submitted by potential proposers, prior to the inquiry deadline, will be supplied via a forthcoming addendum published to LaPAC as well as Central Bidding and email to those who have requested proposals and have participated in the Mandatory Pre-Proposal Conference and Job Site Visit. The Mandatory Pre-Proposal Conference and Job Site Visits will occur on **February 29, 2024 at 9:00 AM** with the visit to selected lots and the remainder of the lots to be viewed at the Proposer's leisure.

Proposers will submit ONLY written questions related to the proposal not later than **March 5, 2024, at 5:00 pm, CST**, to:

**City of Baton Rouge
Purchasing Division
222 Saint Louis Street 8th Floor, Room 826
Baton Rouge, LA 70802**

or deliver by email to:

017300CorridorClean@brla.gov

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

5. Background

The City of Baton Rouge/EBR Parish **2024-01-7300-Request for Qualifications for Corridor Cleaning** is to improve the livability, safety and beautify the roadways thereby maintaining visual integrity within the East Baton Rouge Parish limits.

This Request for Qualifications (“RFQ”) is being issued by City of Baton Rouge/EBR PARISH for the Department of Development’s Corridor cleaning project which will be performed in East Baton Rouge Parish. The purpose of this notice is to solicit qualifications from qualified Service Providers with a current occupational license with the City of Baton Rouge and/or active registration with the Louisiana Secretary of State in which the company is in good standing to perform the responsibilities outlined. The Service Provider **shall** have a current Contractor’s license to operate within East Baton Rouge Parish. The City of Baton Rouge/EBR Parish will develop a pool of prequalified service providers to support the program. However, based on the number of qualified responses, this number may increase or decrease. Contractors will be assigned work based on the contractor’s assigned service area, and staff expertise. The service locations **shall** include the public rights-of-way as well throughout EBR Parish.

6. Purpose of Study

The successful Service Provider **shall** be responsible for completing the work described in Section 7 Scope of Work. EBR Parish is seeking responses from a qualified service provider or group of service providers that have experience in:

- Debris/Litter Removal

The selected firms will be required to review official documents of the **2024-01-7300 - Request for Qualifications for Corridor Cleaning** and submit the following:

1. Current commercial license with Louisiana State Licensing Board for Contractors are required for contractors and subcontractors for handling asbestos, Hazardous Waste, Lead Based Paint Abatement/Removal, and Underground Storage Tanks projects.

- Waste hauler permit
- Qualifications to provide the following services:
 - Trash/Debris Hauling and Removal
- Current (active and in good standing) registration with Louisiana Secretary of State
- Current (active and in good standing) registration with SAM.GOV

If contractor plans on using a subcontractor for any work, the subcontractor qualifications have to be submitted before the contractor can be awarded a project. A notice to proceed will be issued for each contract awarded from this RFQ with the specific site location, site contact and a copy of the site access agreement. No minimum or maximum amount of work is guaranteed under any contract resulting from this solicitation.

The RFQ contains the proposed scope of work and requirements for submittal. Any revision to the RFQ, or additional information to be provided, will be through addenda published on the City of Baton Rouge/EBR Parish's website. All respondents **must** verify with their submittal that they have received and considered all addenda. To be eligible for consideration for the Project, the consulting firm **must** submit one (1) electronic PDF and five (5) hard copies of a response to this RFQ in accordance with the Response Requirements. Submittals **must** be received by the City of Baton Rouge/EBR Parish no later than **March 18, 2024 at 2:00 PM CST**. Late submittals will not be considered and will be returned to the submitter unopened. The enveloped package **must** be marked "RFQ Response: **2024-01-7300 – Request for Qualifications for Corridor Cleaning**". Proposal responses must be delivered to:

**Purchasing Department
222 St. Louis Street – Room 826
Baton Rouge, LA 70802
Attn: Lori Foreman**

BY NO LATER THAN 2:00 PM CST on March 18, 2024.

The City of Baton Rouge/EBR Parish will not pay for any information herein requested, nor is it liable for any costs incurred by those responding to this RFQ. The City of Baton Rouge/EBR Parish reserves the right in its sole discretion to select the response that best meets the needs of the City/EBR Parish and to waive any informalities, technicalities, or irregularities in the response.

Responses that do not meet the state requirements will be considered in non-compliance and will be disqualified unless the City of Baton Rouge/EBR Parish waives non-compliance.

7. Project Scope

Service Provider **shall** provide litter clean up and debris removal from intersections in City Parish Right of Ways within the City of Baton Rouge and the Parish of East Baton Rouge to include the beginning/end of left turn lanes, or median. If no left turn lane exists, the outer limit of service locations shall be 300 LF from the intersection center.. The property could be owned by the City-Parish or contracted by the State for the City of Baton Rouge and the Parish of East Baton Rouge to maintain.

The general duties to include but not limited to:

1. Pick up trash, litter, broken concrete, tires and miscellaneous debris on the public rights of way along East Baton Rouge Parish interstate corridors.
2. Pick up limbs.
3. Loading and hauling of debris to an approved dumpsite or landfill
4. Successfully dumping of the debris at an approved dumpsite or landfill
5. Removal of trash/debris around storm drains (within target areas) to eliminate blockage and trash/litter in the waterways
6. Ineligible debris will not be loaded, hauled or dumped but the Department will be immediately notified in writing by the Service Provider within 24 hours of discovery.
7. Hazmat material will not be inclusive in the debris removal but any hazmat material located but the Department will be immediately notified in writing by the Service Provider within 24 hours of discovery.
8. Each site location must be serviced once per week.

The Proposer is to advise as to the number of workers required and the crew must include one (1) Supervisor.

The Service Provider will serve as an independent contractor in providing the necessary services. The Service Provider will provide the basic safety supplies and PPE – Personal Protective Equipment to accomplish the tasks. All other special materials and/or PPE items will be provided by the Department of Development.

The Service Provider **shall** provide for debris clearance and removal of debris from the locations as listed and detailed in the schedule of SERVICE LOCATIONS.

The Service Provider is responsible for determining the method and manner of all junk, trash and debris removal.

Service Locations **shall** include the public rights-of-way for the following locations beginning with the turning lane:

- Claycut Rd. @ S. Foster Dr.
- Government St. @ S. Foster Dr.
- Florida Blvd. @ S. Foster Dr.
- Gus Young Ave./ Greenwell Springs Rd. & N. Foster Dr.
- Choctaw Dr. @ N. Foster Dr.

- Prescott Rd. @ N. Foster Dr.
- Evangeline St. @ N. Foster Dr.
- Winbourne Ave. @ N. Foster Dr.
- Hollywood St. @ N. Foster Dr.
- N. Acadian Thwy @ Florida St.
- N. Acadian Thwy @ North St.
- N. Acadian Thwy E & W @ Gus Young Ave.
- N. Acadian Thwy E & W @ Fairfields Ave.
- N. Acadian Thwy E & W @ Choctaw Dr.
- N. Acadian Thwy @ Winbourne Ave.
- N. Acadian Thwy @ Mohican St.
- Prescott Rd. @ E. Brookstown Dr.
- Prescott Rd. @ Joor Rd.
- Choctaw Dr. @ Scenic Hwy.
- Choctaw Dr. @ Plank Rd.
- Choctaw Dr. @ N. Ardenwood Dr.
- Choctaw Dr. @ Lobdell Blvd./Greenwell Springs Rd.
- North St. @ N. 22nd St.
- Highland Rd. @ Terrace Ave.
- Highland Rd. @ Lorri Burgess Ave.
- Highland Rd. @ Aster St.
- Highland Rd. @ E./W. State St.
- Thomas Delpit Dr. @ Terrace St.

The City-Parish reserves the right to add or delete a location. In the event a bid location is deleted from the contract, monthly billing will be pro-rated according to the schedule of values.

The outer limits of the Service Locations **shall** be defined as the beginning/end of the left turn lanes, or medians. If no left turn lane or median exists, the outer limit of the Service Location **shall** be 300-LF from the intersection center.

The contractor **shall** provide all labor, safety equipment and paraphernalia, machines, and tools necessary to extract, load, haul and properly dispose of debris in the public rights-of-way. The service provider **shall** remove all trash /debris around storm drains, within project limits, to eliminate blockage and trash/liter in the storm drains and waterways. The debris **shall** be hauled to disposal sites as directed by the City/Parish.

The Service Provider **shall** move all tires found on the site to a designated location near the Right Of Way for pickup by the City/Parish at a later time. Service Provider **shall** not be responsible for hauling and disposal of tires.

The Service Provider **shall** move all household hazardous waste, such as medical or hazardous debris, gas tanks, and batteries found on the site to a designated location near the Right Of Way for pickup by the City/Parish at a later time.

The Service Provider should expect to encounter white goods, such as household appliances. The Service Provider **shall** pickup and remove all white goods and transport them to the designated white goods recycling site at the City/Parish Landfill. The white goods **shall** be segregated and disposed at the areas within the recycling site as directed by the recycling site operator to correspond with his recycling activities. The white goods **shall** be handled in accordance with applicable Federal, State and local laws. White goods can be transported with other debris and separated at the landfill site. The Service Provider should expect to encounter tires for removal. The Service Provider **shall** move all tires found on the site to a designated location near the ROW for pickup by the City/Parish at a later time. Service Provider **shall** not be responsible for hauling and disposal of tires. The Service Provider **shall**

not remove any junk, abandoned or inoperable vehicles.

The removal of vehicles is not included in the Corridor Cleaning Request for Qualifications. The Service Provider **shall** not remove any vehicles fully intact on a chassis. The Service Provider **shall** remove all remnants/parts of a vehicle that exists on the right of way.

No City/Parish garbage cans or recycling bins **shall** be removed from any property or disposed of.

The Service Provider **shall** provide assistance to the City/Parish in the City/Parish's effort to properly document the debris removal services contract. The Service Provider **shall** maintain and provide all records, disposal tickets, field inspection reports and other data sufficient to provide adequate information for back-up auditing.

The Service Provider **shall** service each site location once per week.

Dump tickets, haul ticket, and related documentation will be required to be submitted by the contractor for payment approval.

The Service Provider **shall** utilize the Survey 123 Application for all reporting of completed work.

8. Evaluation and Award

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer. The evaluation committee will evaluate responsive RFQ submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Proposer will be experienced as described in the scope of work. Proposer will demonstrate its qualifications in the proposal with a summary of its commercial history, resumes of team members associated with the project and a statement that is capable of meeting the goals and objectives of the program.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFQ. Proposers will be assessed on the below criteria and will receive an allocation of points (up to the maximum) based upon the following schedule.

EVALUATION

The criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to Parish.

1. **[30 points] Experience and Capacity: 6 pts each.**
 - Respondent submissions will be evaluated based on Experience in providing similar debris related services and is expected to provide at least three references for similar work performed within the past twelve months.
 - Summary of qualifications form should be completed.
 - Capacity to complete the debris removal of multiple locations/parcels within a limited time. Please provide the number of properties your company has provided debris removal services to in the last year.
 - If the vendor has conducted work for the City Parish previously, number of change orders and past work will be considered.
2. **[30 points] Work Plan and Procedures: 6 pts each.**
 - How quickly after receiving a project(s) could the work begin.
 - Please note if you have other upcoming projects that may make you unavailable to perform work under this program in the upcoming year.
 - Statement detailing firm's safety practices and standards (hydration, containment, cleaning, breaks, etc.)
 - Statement detailing firm's waste disposal practices.
3. **[25 points] Licenses and Socially & Economically Disadvantaged Business Enterprise (SEDBE) Vendors: 25 pts each.**
 - Businesses that are certified with the City Parish or the state as a SEDBE will receive prioritization for selection in this program. More information about how to become a SEDBE vendor can be found here: <https://www.brla.gov/437/Vendor-Information>
 - Respondent's submissions will be evaluated based on their providing a listing of their relevant licenses. Respondent **must** also provide licenses/insurance for any subcontractors the firm intends to use. If a respondent engages additional subcontractors throughout the contract, the respondent will be responsible to notify the City Parish in writing and provide the relevant credentials before the subcontractor commences work.
 - Relevant licenses as required in this RFQ
4. **[15 points] Presentation and Quality of Submittal: 15 pts.**

Legibility, clarity, and readability of the proposal will be considered in the evaluation. Proposers should demonstrate comprehension of the requirements of this RFQ by providing well-written responses. Responses that are succinct *and* include sufficient detail will be valued higher than those that are needlessly long, are redundant, or lack detail.

100 Points Available.

Contractor Registration

Only Firms registered on the Federal government's System for Award Management website (www.SAM.gov; formerly the Central Contractor Registry) and are not suspended or debarred from receiving Federal funding will be considered. This includes prime consultants and subcontractors, including drillers and laboratories. Please note: there is **no fee** to register on www.SAM.gov.

By signing and submitting a response to this RFQ, the Respondent certifies its firm, any subcontractors, and principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at www.SAM.gov. If a response is submitted and the company, their subconsultants, or their principals are found to be suspended or debarred per www.SAM.gov, or not registered on www.SAM.gov, that RFQ response will automatically be withdrawn from consideration. This provision does not obligate EBR Parish to check www.SAM.gov or alleviate the RFQ Respondent from their obligation to certify their qualifications as stated in this section. The City of Baton Rouge/EBR Parish reserves the right to send an inquiry for clarification to any consultant, subcontractor or principal found to be suspended or disbarred by the GSA per www.SAM.gov.

Respondents are encouraged to check www.SAM.gov through a public search (as opposed to being logged in) to ensure their information is viewable by the general public (which includes City of Baton Rouge/EBR Parish). Registration on www.SAM.gov can take some time and involves multiple steps; respondents are encouraged to make sure they and all subcontractors are registered on the site as soon as possible to allow time for the registration process if necessary.

Confidentiality

All documents submitted in response to this RFQ will become the property of the City of Baton Rouge/EBR Parish and public record. The City of Baton Rouge/EBR Parish is governed by the Louisiana Open Records Act ("LPRA") La. R.S. 44:1 et seq. By responding to this RFQ, the consulting firm acknowledges that its RFQ response is presumed to be an open record under the LPRA. If the consulting firm submits information that it believes to be subject to an exemption to disclosure under the LPRA, the consulting firm **must** reference the particular exemption from mandatory disclosure outlined in the LPRA. The words "Confidential" or "Proprietary" are not sufficient. The City of Baton Rouge/EBR Parish cannot guarantee the confidentiality of claimed material; however, consulting firms specifically waive any claims against the City of Baton Rouge/EBR Parish related to the disclosure of any material if made pursuant to a public records request.

Information from Other Sources

The City of Baton Rouge/EBR Parish reserves the right to consider relevant and factual information gained from sources other than the response and interview.

Conflict of Interest

The firm covenants that at the time of submittal of the response, the firm has no other contractual relationships, which would create any actual or perceived conflict of interest.

Preparation Costs

The City of Baton Rouge/EBR Parish will not be responsible to pay for any costs incurred by respondents in preparing and submitting the response, or for participating in any interviews requested by the City/Parish.

Award of Contract

The selection process will be as per LA RS 38:2211 for the procurement of non-professional services. Selection will be made of offerors deemed to be fully qualified and best suited for the home rehabilitation and lead hazard reduction program. The City of Baton Rouge/EBR Parish Executive or Purchasing Agent will select the offerors which in their opinion has made the best proposal.

Socially & Economically Disadvantaged Business Enterprise (SEDBE)

Written notification is the preferred method of Small, Minority, and Women-owned businesses potential subcontracting opportunities. A current list of certified Small, Minority, and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>.

Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and contact (LaPAC) Network, may be assessed from:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>.

You may then determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.), and select "Small". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

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

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

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

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

General Terms and Conditions

- **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the City of Baton Rouge/EBR Parish will be used in product literature or advertising. The contractor will not state in any of its advertising or product literature that the City of Baton Rouge/EBR Parish has purchased or uses any of its products or services, and the contractor will not include the City of Baton Rouge/EBR Parish in any client list in advertising and promotional materials, unless the contractor has been given written permission by a City of Baton Rouge/EBR Parish representative who is authorized to sign on behalf of the City of Baton Rouge/EBR Parish.

Copies of the Request for Qualifications may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: :337710analytlabservs@brla.com

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

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

- Proposals will be accepted only on proposal forms furnished by the City of Baton Rouge/Parish of East Baton Rouge Purchasing Division. The City of Baton Rouge/EBR Parish will only accept proposals from those proposers in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, (including non- acknowledgement of issued addenda or the use of substitute forms or documents, will subject the proposal to rejection on non-responsiveness grounds.
- **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, will be given via a posting of written notice on the Purchasing webpage at <http://city.brla.gov/dept/purchase/bidresults.asp>
- **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Baton Rouge/ EBR Parish all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the City of Baton Rouge/EBR Parish under said contract.
- **APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, will in all aspects be governed by the laws of the State of Louisiana, notwithstanding conflicts of laws

provisions and any litigation with respect thereto will be brought in the courts of Louisiana. The City of Baton Rouge/EBR Parish and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the City of Baton Rouge/EBR Parish Purchasing Manual. The contractor will comply with all applicable federal, state and local laws, rules and regulations.

- ASSIGNMENT OF CONTRACT: A contract will not be assignable by the contractor in whole or in part without the written consent of the City of Baton Rouge/EBR Parish.

AUTHORITY TO TRANSACT BUSINESS: In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies **must** be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

- AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the EBR Parish will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- CANCELLATION OF CONTRACT: The City of Baton Rouge/EBR Parish may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor will be compensated for services and work performed prior to termination.
- CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification will be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - The City of Baton Rouge/EBR Parish may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor will comply with the notice upon receipt. The contractor will be compensated for any additional costs incurred as the result of such order and will give the City of Baton Rouge/EBR Parish a credit for any savings. Said compensation will be determined by one of the following methods:
 - By mutual agreement between the parties in writing; or
 - By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Baton Rouge/EBR Parish's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup will be used for determining a decrease in price as the result of savings realized. The contractor will present the City of Baton Rouge/EBR Parish with all vouchers and records of expenses incurred and savings realized. The City of Baton Rouge/EBR Parish will have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision **must** be asserted by written notice to the City of Baton Rouge/EBR Parish within thirty (30) days from the date of receipt of the written order from the City of Baton Rouge/EBR Parish. If the parties fail to agree on an amount of adjustment, the question of

an increase or decrease in the contract price or time for performance will be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract will excuse the contractor from promptly complying with the changes ordered by the City of Baton Rouge/ EBR Parish or with the performance of the contract generally.

- **CLARIFICATION OF TERMS:** The City of Baton Rouge/EBR Parish will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications will be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST** be submitted to the contact named on the first page of this solicitation no fewer than seven (7) days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process.
- Any contact with any City of Baton Rouge/EBR Parish representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- **COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices will be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties will be considered a collusive Offeror. The City of Baton Rouge/EBR Parish may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section will prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the City of Baton Rouge/EBR Parish's written consent and only in accordance with federal and state law. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of Baton Rouge/EBR Parish of any breach or suspected breach in the security of such information. Contractors will allow the City of Baton Rouge/EBR Parish to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City of Baton Rouge/EBR Parish to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, **must** be submitted along with the Contractor's offer. Under no circumstances will the City of Baton Rouge/EBR Parish be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City of Baton Rouge/EBR Parish's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City of Baton Rouge/EBR Parish's needs, and the Contractor will not condition its performance or delivery upon any such agreement by the City of

Rouge/Parish.

- **CONTRACTUAL CLAIMS**: Contractual claims, whether for money or other relief, will be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim will be given at the time of the occurrence or beginning of the work upon which the claim is based. The EBR Parish has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the EBR Parish's Purchasing Office. Protests will be reviewed by a committee appointed by the EBR Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee will be a condition precedent to any other proceedings in connection with a protest and will be considered the administrative remedy available to the protesting bidder.
- **DEBARMENT STATUS**: Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
 - A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
 - A contract award **must** not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Baton Rouge/EBR Parish, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy will be in addition to any other remedies which the EBR Parish may have.
- **DRUG-FREE WORKPLACE**: Pursuant to La. Admin. Code tit. 22 § I-207, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- **ETHICS IN PUBLIC CONTRACTING:** The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the EBR 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 will be grounds for disqualification of bid or cancellation of contract.
- **FORM W-9 REQUIRED:** Each offeror will submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- **HEADINGS:** Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the EBR Parish, the Contractor certifies that the Contractor does not, and will not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- **INCLEMENT WEATHER/CLOSURE OF CITY OF BATON ROUGE/EBR PARISH OFFICES:** If the City of Baton Rouge/EBR Parish is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- **INDEMNIFICATION:** Contractor hereby assumes, and will defend, indemnify and save the City of Baton Rouge/EBR Parish and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the City of Baton Rouge/EBR Parish and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, EBR Parish officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Pursuant to Louisiana law, the City of Baton Rouge/EBR Parish of East Baton Rouge, Louisiana may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the EBR Parish, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror

or for whose acts it may be liable.

- **NON-DISCRIMINATION:** The City of Baton Rouge/EBR Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation
 - Every contract over \$10,000 will include the provisions:
 - During the performance of this contract, the contractor agrees as follows:
 - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting these requirements.
 - The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.
 - **NON-DISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor will not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City of Baton Rouge/EBR Parish has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body will offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
 - **NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS:** The EBR Parish does not discriminate against faith-based organizations. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

- OFFER ACCEPTANCE: Bids or Proposals (Offers) **must** be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.

- ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the City of Baton Rouge/EBR Parish's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website. New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-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>.

- OSHA STANDARDS: All contractors and subcontractors performing services for the EBR Parish are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City of Baton Rouge/EBR Parish Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

- OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the EBR Parish to the Contractor belong to the City of Baton Rouge/EBR Parish, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and will not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City of Baton Rouge/EBR Parish hereunder is specifically authorized in writing by the City of Baton Rouge/EBR Parish in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City of Baton Rouge/EBR Parish are the sole property of the City of Baton Rouge/EBR Parish, free of any retention rights of the Contractor. The Contractor hereby grants to the City of Baton Rouge/EBR Parish an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents. In the event of termination of the contract for any reason, all accounts will be returned to the City of Baton Rouge/EBR Parish in a format requested by the EBR Parish.

- The City of Baton Rouge/EBR Parish will promptly pay for completed delivered goods or services by the required payment date. The required payment date will be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate

payment for partial execution or delivery. Within 30 days after the receipt of an invoice for goods or services, the City of Baton Rouge/EBR Parish will notify the supplier of any defect or impropriety that would prevent payment by the required payment date.

- Individual contractors will provide their social security numbers, and proprietorships, partnerships, and corporations will provide the City of Baton Rouge/EBR Parish with a federal employer identification number, prior to receiving any payment from the City of Baton Rouge/EBR Parish.
- Invoices for items ordered, delivered and accepted will be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices will show the City of Baton Rouge/EBR Parish contract number and/or purchase order number.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, will be billed by the contractor at the contract price, regardless of which City of Baton Rouge/EBR Parish department is being billed.
- To Subcontractors:
 - A contractor awarded a contract under this solicitation is hereby obligated:
 - To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Baton Rouge/EBR Parish for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the City of Baton Rouge/EBR Parish and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Baton Rouge/EBR Parish, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Baton Rouge/EBR Parish.
- PERMITS AND FEES: All offers submitted will have included in price, the cost of any business or professional licenses, permits or fees required by the City of Baton Rouge/EBR Parish or the State of Louisiana. The offeror **must** have all necessary licenses to perform the services in the state and, if practicing as a corporation, be authorized to do business in Louisiana.
- PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, antidiscrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of City of Baton Rouge/EBR Parish form and terms and conditions, clarification of terms, payment will apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions will apply.

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

brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Parish, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the EBR Parish to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

- The terms and conditions set forth above within this solicitation will be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

Specific Terms and Conditions

- **ADDITIONAL SITES**: The City of Baton Rouge/EBR Parish reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- **AUDIT & RECORDS ACCESS**: The contractor will retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the EBR Parish, whichever is sooner. The agency, its authorized agents, and/or the EBR Parish will have full access to and the right to examine any of said materials during the said period. Notwithstanding the foregoing, in the event that this Agreement constitutes a contract as defined in Section 1861(v)(1) of the Social Security Act, in effect as of the date of this Agreement or as may be amended thereafter, each Party agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, that it will make available upon written request of the Secretary of Health and Human Services or the Controller General of the United States or any of their authorized representatives, this Agreement and any and all books, documents and records of such Party that are necessary to verify the nature and extent of the fees paid by the City of Baton Rouge/EBR Parish pursuant to the terms of this Agreement.
- **AWARD TO MULTIPLE OFFERORS**: The EBR Parish reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The City of Baton Rouge/EBR Parish reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City of Baton Rouge/EBR Parish also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- **COOPERATIVE CONTRACTING**: This procurement is being conducted by City of Baton Rouge/EBR Parish in accordance with the provisions of Louisiana R.S. 38:2212.1. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor will deal directly with any public body it authorizes to use the contract. The City of Baton Rouge/EBR Parish, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event will the Parish, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a EBR Parish contract. The EBR Parish assumes no responsibility for any notification of the availability of

the contract for use by other public bodies, but the Contractor may conduct such notification.

- **RENEWAL OF CONTRACT:** Contract will be for one-year beginning date of award with the option to renew under the same terms, conditions and pricing as the original agreement for up to (2) renewable 12 month terms if mutually agreed upon in writing by both parties or consideration for increase limited to no more than the percentage increase in the CPI. . Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases will be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, Other Services, for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made will be the prices in effect during the contract term prior to the proposed term.
- **METHOD OF PAYMENT:** The Contractor should submit its invoice for the services performed for the City of Baton Rouge/EBR Parish during the previous month, less any refunds paid out by the EBR Parish in the previous month, on or before the 15th day of the following month. For example: the April 15th invoice would include fees based on a percent of the March collections less the March refunds paid out.

9. Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City of Baton Rouge/EBR Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City of Baton Rouge/EBR Parish, the City of Baton Rouge/EBR Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division will notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report will be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

10. Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the City of Baton Rouge/EBR Parish's needs, price, and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal will be rejected and the City of Baton Rouge/EBR Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation will also allow price adjustments. The final contract form will be reviewed by the Purchasing Division and approved by the EBR Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City of Baton Rouge/ EBR Parish.

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

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

Award will be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the EBR Parish, price and other factors considered.

11. Ownership

All proposals and/or documentation submitted therewith are EBR Parish's property for all purposes.

Proposers **must** clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

Confidential Information, Trade Secrets, and Proprietary Information

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

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

The Proposer will mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

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

Further, to protect such data, each page containing such data will be specifically identified and marked "CONFIDENTIAL." If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City of Baton Rouge/EBR Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it **must** agree to indemnify the City of Baton Rouge/EBR Parish and hold the EBR Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City of Baton Rouge/EBR Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City of Baton Rouge/EBR Parish

harmless, the City of Baton Rouge/EBR Parish may disclose the information.

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

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

12. Legibility / Clarity

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

13. Effects

The City of Baton Rouge/EBR Parish is not responsible for any cost associated with RFQ development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

The City of Baton Rouge/EBR Parish reserves the right to change the schedule of events or issue addenda to the RFQ at any time. The City of Baton Rouge/EBR Parish also reserves the right to cancel or reissue the RFQ.

If the Proposer needs to submit changes or addenda, such will be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **2024-1-7300 – Request for Qualifications for Corridor Cleaning**.

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

Deliverables

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

Acceptance

All proposals will be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

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

The mandatory RFQ requirements will become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations will result in the rejection of the proposal.

Rejection

Issuance of this RFQ in no way constitutes a commitment by the City of Baton Rouge/EBR Parish to award a contract. The City of Baton Rouge/EBR Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the City of Baton Rouge/EBR Parish to do so. Failure to submit all non-mandatory information requested may result in the City of Baton Rouge/EBR Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

Order of Precedence

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

14. Required Attachments with Proposal

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- Attachment B Proposal Forms

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- Attachment C Insurance Requirements

15. Sample Agreement

The City of Baton Rouge/EBR Parish supplies a sample professional services agreement in Attachment F..

The selected Proposer will be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer will not submit its own standard contract terms and conditions as a response to this RFQ. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

By responding to this RFQ, the Proposer agrees to the City of Baton Rouge/EBR Parish's required Contract Terms and Conditions as provided in Attachment E and therefore waives any future right to contest the required provisions.

16. Taxes

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

17. Proposal Submission Requirements

It will be a requirement of the Proposer to demonstrate through its response to this RFQ that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers **must** respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services **must** be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information **must** be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Submission Documents

Proposers will submit one (1) signed hard copy of the original proposal in a sealed envelope, marked [**Original**] **2024-01-7300 – Request for Qualifications for Corridor Cleaning**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **2024-01-7300 – Request for Qualifications for Corridor Cleaning**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **2024-01-7300 - Request for Qualifications for Corridor Cleaning** and one (1) redacted copy of the proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City of Baton Rouge/EBR Parish requires that the proposals be organized in the manner specified below.

The proposal will include all of the following:

- 1) **Title Page**
RFQ number, RFQ name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal** (Limited to 5 Pages)
Containing a summary of Proposer's ability to perform the services describe in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the City of Baton Rouge/EBR Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal **must** be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer Background & Experience
 - b) Service plan/defined processes fulfilling RFQ requirements
 - c) Other related services
 - d) Required Attachments

18. Potential Period of Agreement

As reflected in the *Scope of Work*, this contract will commence upon the issuance of a Notice to Proceed by the Department representative; for the purposes of this RFQ, the anticipated Notice to Proceed is 2nd Quarter, 2024.

19. Claims or Controversies

Any Proposer who believes they were adversely affected by the City of Baton Rouge/EBR Parish's procurement process or award, may file a protest. It **must** be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. Protests with regard to the specification documents will not be considered after proposals are opened and **must** be received at least two (2) days prior to the due date and time RFQ responses are due. Protests associated with contract award **must** be received within seven days from the issuance of the notice of intent to award.

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

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

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

20. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or e-mail to 017300CorridorClean@brla.gov to schedule the debriefing. Debriefings will occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

21. Errors and Omissions in Proposal

The City of Baton Rouge/EBR Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City of Baton Rouge/EBR Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the EBR Parish or the Proposer.

The City of Baton Rouge/EBR Parish, at its option, has the right to require clarification or additional information from the Proposer.

22. Waiver of Administrative Informalities

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

23. Minimum Scope of Insurance

The successful Proposer will furnish the City of Baton Rouge/EBR Parish with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment C).

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City of Baton Rouge/EBR Parish prior to contract execution. The City of Baton Rouge/EBR Parish reserves the right to require complete certified copies of all required policies, at any time.

24. Corporation Requirements

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

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

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

25. Proposer Responsibilities

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

26. Use of Sub-contractors

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

Information required of the Prime Proposer under the terms of the RFQ, is also required for each

subcontractor and the subcontractors **must** agree to be bound by the terms of the contract. The prime Proposer will assume total responsibility for compliance.

27. Civil Rights Compliance

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

28. Governing Law

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

29. Audit of Records

The City of Baton Rouge/EBR Parish, designated person representing the City of Baton Rouge/EBR Parish, or other lawful entity will have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records will be made available during normal business hours for this purpose.

The Proposer will maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

30. Liability & Risk Management

Insurance

The successful Proposer will secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in Attachment C. All certificates of insurance will be furnished to the City of Baton Rouge/EBR Parish and will provide that such insurance will not be cancelled without prior notice given to the City of Baton Rouge/EBR Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City of Baton Rouge/EBR Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract will contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the City of Baton Rouge/EBR Parish.
- The City of Baton Rouge/EBR Parish will be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- The insurance company(ies) issuing the policy or policies will have no recourse against the City of Baton Rouge/EBR Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies will be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer will provide at its own expense, proof of the following insurance coverage required by the contract to the City of Baton Rouge/EBR Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it will procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance will include coverage for bodily injury and property damage.
2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance will include for bodily injury and property damage.

All policies of insurance will meet the requirements of the City of Baton Rouge/EBR Parish prior to the commencing of any work. The City of Baton Rouge/EBR Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies will fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer will promptly obtain a new policy, submit the same to the City of Baton Rouge/EBR Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City of Baton Rouge/EBR Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance will not relieve Proposer from any liability under the contract, nor will the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer will indemnify, defend and hold harmless City of Baton Rouge/EBR Parish from and against any and all claims against City of Baton Rouge/EBR Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, will not be considered and will not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City of Baton Rouge/EBR Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and will waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remain effective despite either party's failure to obtain insurance.

31. Written or Oral Discussions / Presentation

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

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

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

32. Payment for Services

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

33. Termination

Termination for Cause

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

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

Termination for Lack of Appropriated Funds

Should the RFQ result in a multi-year contract, a non-appropriation clause will be made a part of the contract terms as required by state statutes, allowing the City of Baton Rouge/EBR Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the City of Baton Rouge/EBR Parish will have the right to terminate the contract or any issued Task Order for which funding is terminated.

Termination for Convenience

The City of Baton Rouge/EBR Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

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

34. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City of Baton Rouge/EBR Parish. Neither the EBR Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel will be approved by the City of Baton Rouge/EBR Parish.

35. Funds Use

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor will such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision will not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

36. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure

to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

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

37. Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the EBR Parish in any capacity whatsoever, and City of Baton Rouge/EBR Parish will not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer will have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

38. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City of Baton Rouge/EBR Parish that Proposer has no present, and will have no future, conflict of interest between providing the City of Baton Rouge/EBR Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City of Baton Rouge/EBR Parish, as determined in the reasonable judgment of the City of Baton Rouge/EBR Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City of Baton Rouge/EBR Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City of Baton Rouge/EBR Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations will remain fully effective five years after termination of services to City of Baton Rouge/EBR Parish hereunder.

39. Use of City of Baton Rouge/EBR Parish's Property

Proposer will not use City of Baton Rouge/EBR Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

40. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

41. Force Majeure

The Proposer or City of Baton Rouge/EBR Parish will be excused from performance under the contract for any period that the Proposer or City of Baton Rouge/EBR Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City of Baton Rouge/EBR Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City of Baton Rouge/EBR Parish's control to ensure that the Proposer or City of Baton Rouge/EBR Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

42. Federal Clauses

The federal clauses in Attachment D are a funding requirement. The successful proposer will be required to acknowledge the requirement for compliance with these federal clauses by signing the document as part of the contract process.



ATTACHMENT A NEEDED SERVICES & DELIVERABLES

The response to this RFQ should be complete and concise (maximum of 30 pages) and **must** contain the following information:

- **Title page:** Provide the subject of the Project; the firm's name, address, and telephone number, and email.
- **Transmittal letter:** Provide a statement regarding the firm's interest in and understanding of the Project. The letter should include a statement that the firm has read and understands the RFQ and agrees to all the conditions, requirements, and terms stated in the RFQ.
- **Statement of qualifications:** Provide information on the firm's size, location, available resources, and a brief discussion on past experiences related to completing a staffing analysis and organizational review. Submitted materials should demonstrate the firm's, and any sub-consultant's qualifications, and those of the particular staff to be assigned to the Project. Firms should demonstrate experience as the lead firm on at similar projects.
- **Availability:** State the firm's availability to staff the Project to meet the deliverable date of **March 18, 2024, at 2:00 PM CST**.
- **Project team:** Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as education, professional registrations, area of expertise and years of service in their respective fields. The following information should be included:
 - Identify the project manager who will lead the Project;
 - Identify any sub-consultants that will be part of the Project team;
 - Names and proposed roles of other individual team members;
 - Education, experience, and biographies of all team members addressing the qualifications and considerations of the RFQ;
 - Describe the qualifications of the firm and any sub-consultants to perform the work requested. Include information about pertinent prior experience;
 - An outline of the proposed functions of the individuals and their back up as well as their experience in the specific assigned functions.
- **Understanding of the City of Baton Rouge/EBR Parish:** Include a summary of the firm's understanding of the Project as described in this RFQ as it specifically relates to the City of Baton Rouge/EBR Parish. Identify the City of Baton Rouge/EBR Parish's background and issues that will affect the firm's methodology and approach to the Project.
- **Methodology and approach:** Provide a description of the method and approach your firm intends to utilize in order to complete the Project. Discuss and clearly explain the methodology proposed to satisfactorily achieve the required services for the Project. The respondent **must** document a clear understanding of the RFQ's entire scope of work and Project intent including: data requirements, staff participation process, all aspects of

technical analysis, projections, advanced technology, and software. Firms should provide suggested innovative approaches the EBR Parish should consider when implementing this Project.

- **Project timeline:** Provide a proposed schedule from the start to the completion of the Project. The schedule should include phasing, key tasks, milestones and approximate completion dates.
- **Work samples:** List and provide in electronic format only (web link or pdf) at least three (3) examples of debris clearance and removal of debris services completed within the last five (5) years in which the proposed Service Provider was the project's lead agency.
- **References:** Provide a list of municipal clients for which the firm was the lead agency in providing services similar to the ones described in this RFQ. Provide contact information (name, position, address, telephone number, and email) of persons that the City may contact to verify work completed and performance.
- **Verify firm capacity:** Provide a statement of the firm's ability to begin and complete the Project within the timeframe identified in this RFQ and in the manner described in the RFQ response.



ATTACHMENT B PROPOSAL FORMS

Sealed proposals will be received by the City of Baton Rouge/EBR Parish until **March 18, 2024, at 2:00 pm, CST** at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
Baton Rouge, LA 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

2024-01-7300 – Request for Qualifications for Corridor Cleaning

As set forth in the following Contract Documents:

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be 2nd Quarter, 2024 and will be diligently prosecuted at such rate and in such manner as, in the opinion of the City of Baton Rouge/EBR Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

(Signature)

(Typed Name)

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

PROPOSER'S ORGANIZATION
PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

**IF PROPOSER IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE
SUBMITTED WITH PROPOSAL**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

**IF PROPOSER 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 _____,
2024, 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, EBR Parish of East Baton Rouge, Louisiana.

BE IT FURTHER RESOLVED, that said authorization and appointment will remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, EBR Parish of East Baton Rouge, Louisiana, will 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 _____, 2024, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2024.

Secretary

AFFIDAVIT

STATE OF LOUISIANA
EBR PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____ receiving value for services rendered in connection with a public project of the City of Baton Rouge, EBR Parish o Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and t at no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of Month, 2024
Baton Rouge, Louisiana.

NOTARY PUBLIC

day of _____

ATTACHMENT D
STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
 - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving ~~seven-thirty (730)~~ days written notice to CONTRACTOR.
 - b. Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
 - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
 - a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
 - c) pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of he CONTRACTOR, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

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

entity **must** report all suspected or reported violations to the Federal awarding agency. The contracts **must** also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor **must** be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR **shall** maintain documentation which demonstrates compliance with requirements of this part. Such documentation **shall** be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

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

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. 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.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** **must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- b. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation

to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.

- d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

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

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

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

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

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

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

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

- a. The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award **shall** file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier **shall** also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322)**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR **must** comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Surveillance Services or Equipment**. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216.
- 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.

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

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

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

Federal award provisions.

CONTRACTOR

BY: _____
(Authorized Signature, printed name)

Date: _____

ATTACHMENT E
Sample Contract for
2024-01-7300 – Request for Qualifications for Corridor Cleaning

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

Contractor **shall** provide provide trash and litter clean up/debris removal services as outlined by the Scope of Services Attachment A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

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

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

By: _____
Signature

Name: _____
Typed (Printed) Name

Title: _____
Typed (Printed) Title

CONTRACTOR

By: _____
Signature

Name: _____
Typed (Printed) Name

Title: _____
Typed (Printed)

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)

DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 25% of the contract amount.

PART I – POLICY/ COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

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

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

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

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

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

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

Appendix A

SEDBE Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 1

EBE Responsiveness Form

INSTRUCTIONS

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

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

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

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

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

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

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 2

Good Faith Efforts

INSTRUCTIONS:

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

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

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

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

**Form 2
Good Faith Efforts**

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

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

PROJECT NAME: _____

PROJECT NO: _____

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Sporting documentation of Good Faith Efforts is attached (required).

Form 3
City of Baton Rouge and Parish of East Baton Rouge
Contractor or Consultant Monthly SEDBE Report

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

PRIME FIRM INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

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

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

Print name: _____ Title: _____

EBRP Project Manager or SEDBELO has reviewed this form.

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

**STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS**

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
 - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving ~~seven-thirty~~ (730) days written notice to CONTRACTOR.
 - b. Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
 - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

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

2. 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;
3. 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
4. pursue and obtain any and all other available legal or equitable remedies.
5. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- i. 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.

- ii. 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.
- iii. 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.
- iv. 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.

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).

- i. 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.

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.

6. 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.
7. 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.

8. 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.
9. 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.
10. **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.

11. **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.
12. 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.
13. 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.
14. 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.
15. **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.

16. 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.

- b. **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.

17. **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.

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

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

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.



ATTACHMENT F SUMMARY OF QUALIFICATIONS

Registered Firm Name		
Doing Business As (If Applicable)		
Primary Address		
City, State, Zip Code		
Owner(s)/ President/ CEO		
Federal Tax ID or Employer Number		
Select One		
Non- Profit	For Profit	
Number of Years in Business?	Number of Years in Business?	
Number of Debris Removal Related Projects completed in the last three years?	Number of Debris Removal Related Projects Completed last three years?	