REQUEST FOR PROPOSAL

FOR

GRASS AND WEED REMOVAL SERVICES

Solicitation No.: 20008-A22-09

RELEASE DATE: MAY 4, 2022

RFP OPENING DATE: JUNE 2, 2022 @ 2:00 PM

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

APRIL 2022

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 RFP and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Retain the complete set of specifications and contract documents for your files.

Table of Contents

1. Purpose 5
2. General Instructions 5
3. Receipt of Proposals 6
4. Schedule of Events 6
   Proposer Inquiry 7
5. Intent 7
6. Background 7
7. Mission 7
8. Definitions 8
9. Scope of Work 9
10. Evaluation and Selection 11
11. Notice of Intent to Award 14
12. Contract Negotiations 14
13. Ownership 15
   Confidential Information, Trade Secrets, and Proprietary Information 15
14. Legibility / Clarity 16
15. Effects 16
   Changes, Addenda, & Withdrawals 16
   Deliverables 16
   Acceptance 16
   Rejection 16
   Order of Precedence 17
16. Required Attachments with Proposal 17
17. Sample Agreement 17
18. Taxes 17
19. Proposal Submission Requirements 17
   Submission Documents 18
20. Claims or Controversies 18
21. Debriefing 18
22. Errors and Omissions in Proposal 19
23. Performance Bond 19
24. Waiver of Administrative Informalities 19
25. Minimum Scope of Insurance 19
26. Corporation Requirements 19
27. Proposer Responsibilities 20

28. Use of Sub-contractors 20
29. Civil Rights Compliance 20
30. Governing Law 20
31. Audit of Records 21
32. Liability & Risk Management 21
Insurance 21
Indemnification 22
33. Written or Oral Discussions / Presentation 22
34. Payment for Services 22
35. Termination 22
Termination for Cause 22
Termination for Lack of Appropriated Funds 23
Termination for Convenience 23
36. Assignment 23
37. Funds Use 23
38. Proposer's Certification of No Suspension or Debarment 23
39. Independent Proposer 24
40. Conflict of Interest / Confidentiality 24
41. Use of City-Parish's Property 24
42. Waiver 24
43. Force Majeure 25
44. Federal Terms and Conditions for American Rescue Plan Act, State and Local Fiscal Recovery Funds 25
ATTACHMENT A 26
NEEDED SERVICES & DELIVERABLES 26
ATTACHMENT B 29
PROPOSAL FORMS 29
PROPOSER'S ORGANIZATION 31
CORPORATE RESOLUTION 32
AFFIDAVIT 33
ATTACHMENT B-1 34
PRICING SCHEDULE 34
ATTACHMENT C 35
INSURANCE REQUIREMENTS 35
ATTACHMENT D 36
SAMPLE CONRACT 36

City of Baton Rouge, Parish of East Baton Rouge, Louisiana
Request for Proposal No. 20008-A22-09
GRASS AND WEED REMOVAL SERVICES
APRIL 2022

1. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions, and policies from bona fide, qualified proposers who are interested in providing **GRASS AND WEED REMOVAL SERVICES**.

2. General Instructions

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing
P.O. Box 1471
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **JUNE 2, 2022**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division
222 Saint Louis Street
8th Floor, Rm. 826
Baton Rouge, LA 70802

Proposers shall submit proposals 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 **JUNE 2, 2022, by 2:00 PM**, local time. Proposals submitted for consideration should follow the format and order of presentation described below:

- Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [***Original***] **GRASS AND WEED REMOVAL SERVICES**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [***Copy***] **GRASS AND WEED REMOVAL SERVICES**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **GRASS AND WEED REMOVAL SERVICES**, and one (1) redacted copy of vendor's proposal, if applicable.
- Proposers shall follow the format and information requested in ATTACHMENT A for proposal responses.

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFP 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 should clearly demonstrate the applicant's qualifications and experiences to perform the **GRASS AND WEED REMOVAL SERVICES** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall 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, including all applicable environmental and historic preservation regulations. The

contractor shall be responsible for ensuring compliance with all applicable local, state and federal regulations.

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 and key personnel performing the services.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm and is available for vendor self-enrollment.

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

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the 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-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.

The City-Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

Item	***Anticipated Schedule***
RFP Issued	*MAY 4, 2022*
Pre-Proposal Conference	*N/A*
Deadline to Receive Written Inquiries	*MAY 16, 2022 5:00 PM (CST)*
Deadline to Answer Written Inquiries	*MAY 19, 2022 5:00 PM (CST)*
Proposal Submission Deadline	*JUNE 2, 2022 2:00 PM (CST)*
Oral Discussions with Proposers (if needed)	*To be scheduled if necessary*
Notice of Intent to Award	*JUNE 8, 2022*
Contract Initiation	*JULY 2022*

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

If the City-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 City-Parish provisions shown in "Attachment D" for **GRASS AND WEED REMOVAL SERVICES** and the proposal forms shown in "Attachment B" and "Attachment B-1."

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

Proposer Inquiry

Proposers shall submit ONLY written questions related to the proposal not later than **MAY 16, 2022 AT 3:00 PM**, to:

Kris Goranson
Director
Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821
Email: RFPA2010VPOC09@brla.gov
Fax: (225)-389-4841

or deliver by hand to the physical location:

222 Saint Louis Street, Rm. 826
Baton Rouge, LA 70802

between the hours of 8:00 AM to 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.

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

By responding to this RFP, the Proposer agrees to the City-Parish's required Contract Terms and Conditions as provided in "Attachment D" and therefore waives any future right to contest the required provisions.

5. Intent

The requested scope of servicing being solicited under this RFP will be conducted in conjunction with other blight reduction activities to reduce blight throughout the City-Parish as part of the $4.5 million dollars set aside to address blight under the City-Parish's American Rescue Plan Act, State and Local Fiscal Recovery Funds.

6. Background

Under the American Rescue Plan Act of 2021 (Public Law No. 117-2), the City-Parish received approximately $167M under the State and Local Fiscal Recovery Fund to support a range of activities that respond to the COVID-19 Pandemic. As a part of that award, the City-Parish is conducting solicitations to support execution of eligible activities across a broad range of eligible programs and projects.

7. Mission

The mission is to reduce City-Parish blight within the specific scope of services enumerated in this solicitation.

8. Definitions

1. Shall – The term "shall" denotes mandatory requirements.

2. Must – The terms "must" denotes mandatory requirements.

3. May – The term "may" denotes an advisory or permissible action.

4. Should – The term "should" denote desirable.

5. Contractor – Any person having a contract with a governmental body.

6. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

7. Department – Department for whom the solicitation is issued.

8. Director – Director of Purchasing

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

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

11. State - State of Louisiana State Agencies such as but not limited to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP); Department of Transportation and Development (DOTD); Department of Natural Resources (DNR); Louisiana Department of Environmental Quality (DEQ)

12. Contract - The written Agreement between the City and the Proposer which defines the work to be completed and shall be understood to include the plans, specifications, information for proposers, agreement, notice to proposers, affidavit, RFP, bid bond, contract bond, notice of award, notice to proceed, and change orders and claims.

13. Contract Execution – The date on which Service Provider executes and enters into a Contract with the City to perform the Work.

14. Contract Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Contract.

15. Authorized Representative – City employees and/or contracted individuals designated by the City.

16. Contract Time – The period of time stated in this Contract for the completion of the Work.

17. Lot – shall mean any portion, piece or division of land set apart for individual and private use and occupancy according to a plat or survey, whether vacant or improved by any occupied or unoccupied building or structure

9. Scope of Work

The quantity of services will be based upon the needs of the City-Parish and determined by the Authorized City-Parish Representative. There is no guarantee minimum number work orders, lots, or area to be cut. Mowing shall be performed in accordance with requirements specified in all provisions and specifications herein.

All work to include, one time mowing, string trimming, and/or herbicide application, to be completed within FIFTEEN (15) calendar days of the issuance of each work order, or as otherwise approved by the Department. Contractor shall pick up and properly dispose of all trash and debris ahead of the mowing operation.

The work to be accomplished consists of furnishing all labor, materials, insurance, supervision, and equipment necessary to mow, bush hog, and trim grass and weeds at the work order location within East Baton Rouge Parish. Locations will be specified on each Work Order, and areas will be as determined by the EBR GIS lot size. Multiple adjacent lots may be combined into one Work Order, and the lot size shall be the sum of all lots on the work order (all lots combined into one Work Order shall share at a minimum one property line with one of the other lots).

All areas shall be cut to a height of one to two (1-2) inches. The contractor shall trim around all fixed objects including, but not limited to, curbs, sidewalks, parking areas, turf edges, guard rails, sign posts, fence lines, concrete pads, or other structures. Trimming shall be performed within 24 hours of mowing and must be performed at each site visit. Edging along curbs and sidewalks shall be such that a clean, sharp line at a minimum depth of one (1) inch shall remain after completion of work in order to retard the continued growth of grass. Repeated failure to trim or edge curbs and sidewalks at each scheduled service will result in a 50 percent reduction in total payment for that site. The Department representative shall have the final determination and the amount will be deducted at the end of the month from the location per-cut price.

Lot Boundaries: As defined below, all mowable areas within the lot boundary, extending from right-of-way to tree line or fence line as applicable. Any overhanging branches, vegetation or trees, up to two (2) inch caliper, which may hinder or prohibit mowing to the tree line or right-of-way line shall be removed or cut back to the tree line or lot boundary by the contractor at no direct pay. Tree trimming is a minor component of the scope of work/services and will account for no more than 5% of the work in this contract.

Fence lines: Fence lines should be maintained inside and outside of the lot boundaries as required. Mowable areas are defined as all of the grassed or vegetative areas of the pump station within lot boundaries as defined. Mowable areas do not apply to graveled or concreted sections of the lot boundaries. Mowable vegetation is defined as any tree, vegetation, brush, etc. which is two inches (2”) or less in diameter, measured five inches (5”) above the ground.

Catch basins: The contractor shall perform the mowing operation in such manner to prevent the buildup of debris such as grass clippings on catch basins. Should the mowing operation deposit grass clippings on catch basins, the contractor shall be required to remove such from the entrance to the catch basin by hand or other methods.

Equipment: The contractor shall have in operation at all times, sufficient equipment of the type required to perform the work within the time specified. Rotary mowers may be utilized in the mowing of the lots larger than one acre, or as approved by the Department. Other types of grass-cutting equipment may be used, provided they have been approved by the Owner's Representative prior to use. All rotary mowers must be equipped with safety chains, to prevent damage to property by flying debris from under the mower.

Mowers shall be adjusted for a cutting height of one two inches (1-2"). The contractor shall be closely monitored by the Department representative to ensure mowing is at the required cutting height. When mowing and litter and trash collection are performed concurrently, litter and trash collection shall precede each mowing and collection of any material made visible by mowing shall follow each cut.

The area to be cleaned shall include all areas within the lot boundaries. Litter and trash collected and piled or bagged on the lot shall be removed by the contractor by close of business on the same work day. Litter and debris is defined as all loose debris or rubbish, including, but not limited to, paper, cardboard, glass, empty containers, tires, treads, fallen trees and shrubs, and loose wood, etc., found within the lot boundary.

Contractor is required to pick up all litter within the site boundaries. Contractor shall not blow or otherwise direct grass clippings or trimmings into roadways, parking lots, or other vehicular use areas. All litter, trash and debris shall be collected prior to mowing, so as to avoid cutting and/or spreading such matter. Contractor is required to immediately pick up any litter that is cut up during mowing. Litter and debris collected during site servicing should be removed when the maintenance crew leaves the site. Litter and trash removal is a minor component of the scope of work/services and will account for no more than 5% of the work in this contract. Contractor will not be responsible for damages and excessive debris pick-up caused by hurricanes or other natural disasters.

All bidders must have three (3) years' experience in mowing similar size and topographical areas, or an equivalent combination of experience on other projects to approximate the volume of work listed in the scope of this project.

On lots larger than 2 acres, only the portions of the lot that are within one hundred (100) feet of a residential zoning district shall be required to be cut by the contractor. A detailed map with the dimensions and locations of the area(s) to be cut will be provided with each work order issued. On lots larger than 2 acres, the cutting shall be measured and paid for by the actual square yards of area cut, as determined and detailed on the work order documents.

Daily and Work Order Reporting – In addition to providing a monthly schedule in advance, the contractor shall also keep a daily record of work accomplishment. The Department representative will supply the forms for the contractor's use. The contractor shall submit a report for each day that work is performed. It is imperative that these daily reports be submitted to the Field Inspector so inspection routes for each day can be planned. This report must be forwarded via email to the Department representative at the end of each work day or by no later than 7AM the following morning.

The site location and date shall appear on each report. The report shall be completed as follows:
1. List of sites that were on the schedule but not started.
2. List of sites completed and ready for inspection.
3. List of sites scheduled for the current day.
4. Before and after pictures of the site (pictures shall be date stamped).

Grass and Weed Removal (Lots Less Than 2 Acres)
Measurement – Lot sizes shall be as determined by the EBR GIS system. Bid Items shall be for each cut based on the lot size ranges listed.

Payment – All work performed shall be paid at the per-cut price for associated lot size range for each work order location, which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work.

Grass and Weed Removal (Lots 2 Acres and Larger)
Measurement – On lots larger than 2 acres, only the portions of the lot that are within one hundred (100) feet of a residential zoning district shall be required to be cut by the contractor. A detailed map with the dimensions and locations of the area(s) to be cut will be provided with each work order issued. On lots larger than 2 acres, the cutting shall be measured and paid for by the actual acreage of area cut, as determined and detailed on the work order documents.

Payment – All work performed shall be paid per actual area cut at the unit price for each work order location, which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work.

10. Evaluation and Selection

The following 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 City-Parish.

The evaluation committee will evaluate responsive RFP submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer.

This is a Multiple Stage solicitation.

Stage 1: Determination of Responsiveness

In Stage One of the process, the evaluation committee will review all proposals timely received to determine their responsiveness to the RFP. Non-responsive proposals (proposals that fail to conform to all material respects of this RFP) will be disqualified from further consideration and will not move on to stage two.

The City reserves the right to disqualify any proposal for:

(a) a violation of a requirement of this RFP, including significant deviations or exceptions;

(b) unlawful or unethical conduct; or

(c) a change in circumstances that, had the change been known at the time the proposal was submitted, would have caused the proposal to be disqualified or not have the highest score.

Proposals determined to be non-responsive (those not conforming to RFP requirements) will be eliminated.

Stage 2: Detailed Technical Evaluation

Stage Two will consist of a detailed evaluation of the proposals that have not been disqualified in Stage One. A committee will evaluate proposals against the weighted **Technical Criteria** identified in the RFP.

Each area of the evaluation criteria **Must** be addressed in detail in the proposal.

Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to the categories listed below. Evaluation criteria dealing with these categories are also listed.

Qualifications and Experience (Possible 20 Points)

- Proposer's ability to consistently perform the services described in the scope of work
- Proposer's experience with similar contracts
- Proposer's scheduling and management plan for this contract
- References for local, state or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Resources and Availability (Possible 20 Points)

- Availability, quantity and type of equipment and personnel assigned to project
- Resume of key personnel
- Subcontract plan including the percentage of work the Service Provider may subcontract
- Commitment to other contracts in LA and in the Gulf coast region
- Effort to utilize Minority and Women owned businesses

Small Entrepreneurships (MBE/SBE/WBE) Initiative(Possible 10 Points)

Participation by Certified Small Entrepreneurships/DBE Initiative

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

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

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

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

Contract (LaPAC) Network, may be accessed 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 "SmallE". 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 entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

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

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

If only one proposal receives the minimum score of 70%, the City reserves the right to reduce the minimum score requirement at its discretion. If the City chooses to reduce the minimum score requirement it shall been done in 5% increments until such time as the purchasing director determines in writing that no further reductions in the minimum score will be conducted. The determination shall include a justification for the reduction and the reason for the cessation of further reductions.

Stage 3: Cost Proposal Evaluation (Possible 50 Points)

Proposals successful in the Technical Evaluation will advance to Stage 3 Cost Proposal Evaluation as follows:

The proposed price for calculation is the total annual cost estimate based on the pricing schedule in Attachment B-1. The number of points earned equals the lowest proposal price divided by the vendor's proposal price and multiplied by 30 for the total number of points earned.

Examples:

Proposer No. 1
TOTAL ANNUAL COST - $ 100,000
$100,000/$100,000 = 1.00 x 50 = 50 points

Proposer No. 2
TOTAL ANNUAL COST - $ 110,000
$100,000/$110,000 = 0.91 x 50 = 45.5 points

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

Please note that the City-Parish may select multiple contractors to execute the requested scope of services and prices may be negotiated in the best interest of the City after the scoring is completed.

Note: The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department, to the extent that they are not already included in the proposed pricing.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

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

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

11. 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-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-Parish, the City-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 shall 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 shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

12. Contract Negotiations

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

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

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract "Attachment D" 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 City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

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

13. Ownership

All proposals and/or documentation submitted therewith are City-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 shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

The Proposer shall 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 shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

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

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

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

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, 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.

14. Legibility / Clarity

Responses to the requirements of this RFP in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer's response 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 RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

15. Effects

The City-Parish is not responsible for any cost associated with RFP development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

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

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [***Addenda***] **GRASS AND WEED REMOVAL SERVICES**.

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

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

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

Rejection

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

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

16. Required Attachments with Proposal

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

- "Attachment B" Proposal Forms
- "Attachment B-1" Pricing Schedule – This attachment should be included with the cost/financial section of the proposal and submitted in a separate, sealed envelope.

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

- "Attachment C" Insurance Requirements

17. Sample Agreement

The City-Parish supplies a sample professional services agreement in "Attachment D."

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

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP.

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, termination based on contingency of appropriation of funds (if applicable), and adherence to federal contract clauses (if applicable).

18. Taxes

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

19. Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFP 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 shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [*Original*] **GRASS AND WEED REMOVAL SERVICES**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [*Copy*] **GRASS AND WEED REMOVAL SERVICES**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **GRASS AND WEED REMOVAL SERVICES**, and one (1) redacted copy of vendor's proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified in **ATTACHMENT A**.

20. Claims or Controversies

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. 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 RFP responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

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

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

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

21. 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 purchasinginfo@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of 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.

22. Errors and Omissions in Proposal

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

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

23. Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

24. Waiver of Administrative Informalities

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

25. Minimum Scope of Insurance

The successful Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see "Attachment C").

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

26. Corporation Requirements

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

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

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

27. Proposer Responsibilities

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

28. Use of Sub-contractors

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

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

Information required of the Prime Proposer under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Proposer shall assume total responsibility for compliance.

29. 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, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

30. Governing Law

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

31. Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall 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 shall be made available during normal business hours for this purpose.

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

32. Liability & Risk Management

Insurance

The successful Proposer shall 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 shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

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

- Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- The City-Parish shall 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 shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-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 shall 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 shall 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 shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-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 shall 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 shall promptly obtain a new policy, submit the same to the City-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-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-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 shall 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 remains effective despite either party's failure to obtain insurance.

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

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

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

34. Payment for Services

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer 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. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

35. Termination

Termination for Cause

The City-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-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall 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-Parish may, at its option, place the Proposer in default and the Agreement shall 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-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Termination for Lack of Appropriated Funds

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

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

Termination for Convenience

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

36. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-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 shall be approved by the City-Parish.

37. 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 shall 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 shall 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.

38. 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.

39. 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 City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall 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.

40. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and shall 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-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-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-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-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 shall remain fully effective five years after termination of services to City-Parish hereunder.

41. Use of City-Parish's Property

Proposer shall not use City-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.

42. 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 shall 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 shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

43. Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-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-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

44. Federal Terms and Conditions for American Rescue Plan Act, State and Local Fiscal Recovery Funds

Reference all applicable federal terms and conditions for the American Rescue Plan Act, State and Local Fiscal Recovery Funds found in the sample contract template found in ATTACHMENT D.

ATTACHMENT A
NEEDED SERVICES & DELIVERABLES

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

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

The proposal shall include all of the following:

1) **Title Page**
RFP number, RFP NAME, the name of your 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)
State 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 that 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:

- **Proposer Qualifications and Experience:** All Service Providers bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. Service Providers must hold an active commercial license issued by the Louisiana State Licensing Board for Contractors in the classification of one or more of the following classifications: **INSERT CLASSFICATION , and must show their license number on the face of the sealed proposal envelope.**

  This section should provide information on the Proposer's historical background and experience on disaster recovery projects, including the Proposer's previous experience with proposed joint ventures and key Subcontractors. The Proposer's background should include: the number of years that the company has been in existence; the number of years the organization of the disaster recovery team has been in existence, and the Proposer's history and experience working with the proposed joint venture or major Subcontractors on **GRASS AND WEED REMOVAL SERVICES**.

  Each Proposer is required to submit with the Proposal certified supporting data regarding the Proposer's experience, qualifications, and suitability for the work to be performed including the following information, sworn to under oath by the Proposer, or, if a corporation, an authorized representative:

  1. The Proposer should document his/her thorough understanding of the nature and scope of this project.

2. The Proposer's disclosure should include his knowledge of the regulations affecting the scope of this project.

3. The Proposer should document his expertise and experience in grass cutting and mowing.

4. The City-Parish will verify past performance by contacting the client references provided.

5. The Proposer shall submit the company's past two years of audited financial statements or annual reports to demonstrate its current financial condition and stability. The audited financial statements or annual reports shall be prepared by an outside certified public accounting firm for the Proposer covering two twelve-month periods ending December 31, 2020 and 2021 or the two most recent fiscal years. The City-Parish will maintain the confidentiality of such financial data to the extent allowed by law.

6. The successful Proposer shall submit annually the Company's audited financial statements to demonstrate the Service Provider's financial stability. Failure to provide such information on an annual basis within 30 days of the anniversary date of Contract may result in the termination of the Contract.

7. Availability of the contract managers and key personnel must be identified. The Proposer shall identify subcontractors and the intended scope of their work. The types and quantities of equipment must be identified. The Proposer shall clearly identify that equipment owned by the Proposer separately from the equipment available from other sources. The City-Parish expects personnel, subcontractors and equipment identified in the Proposal response to be available for work to complete services identified under this RFP. The City-Parish further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The Proposer must provide an estimate of the current workload and all future commitments to other contracts. The Proposer shall provide a list of all current contractual obligations within Louisiana. Mississippi, Alabama, Texas and Florida for similar services and provide reasonable assurance that such contracts will not interfere with or preclude the Proposer from fulfilling the response time of this contract.

8. An itemized list of the Proposer's proposed facilities and equipment that accommodates both large and confined/narrow streets and areas that shall be binding for use in the Contract, including equipment, vehicles, and materials that the Proposer presently owns and/or he/she intends to procure. The equipment specified in the itemized list shall be provided if listed. The equipment may be modified by advance written request by the Proposer and written approval by the City-Parish, any failure to do which shall constitute Breach of Contract. The Proposer shall submit evidence that the procurement, including lease agreements, and delivery of equipment and other items that the Proposer does not presently own will be in place 45 days prior to the start of this contract.

9. All Proposers hereunder must furnish satisfactory evidence to the City-Parish that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of this Contract and Contract Documents. Proposers shall provide personnel to manage the work that possess operating experience in performing the requested scope of services.

10. Proposers who submit qualifications and experience information relying on personnel other than those directly employed by the Proposer shall provide evidence and assurance as may be required by the City-Parish that those personnel are in direct and daily management and control of the work required by these Contract Documents. Examples of such personnel are those from

the Proposer's parent company, affiliates, joint venture, or other entity accepted by the City-Parish.

11. Proposers shall inform the City-Parish of any and all instances wherein a related services contract, held by the Proposer has been terminated or assigned to others prior to its contract expiration date. Proposer shall make available to the City-Parish any information regarding the nature and circumstances of the termination as the City-Parish may deem necessary.

12. Proposers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Proposer's obligations under the Contract Documents.

- **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.

- **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration

- **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

- **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted with the proposal and should be in a separate, sealed envelope detached and separated, and shall include, but not limited to, Attachment B-1. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFP. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **GRASS AND WEED REMOVAL SERVICES** and attend all factors applicable in a professional relationship.

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

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **MAY 26, 2022 AT 3:00 PM**, local time, 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:

"GRASS AND WEED REMOVAL SERVICES"

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-Parish all insurance certificates and performance bond required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

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

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

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

***IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

CORPORATE RESOLUTION

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

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

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

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

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

This ____ day of _____, 20___.

_____
Secretary

AFFIDAVIT

STATE OF LOUISIANA
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, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the 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
_____20_____
Baton Rouge, Louisiana.

_____
NOTARY PUBLIC

day of _____

_____

PROPOSER'S VENDOR NAME

ATTACHMENT B-1
PRICING SCHEDULE

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

***This form should be incorporated into the cost/financial portion of the proposal which should be sealed in a separate envelope marked "Proposed Costs & Fees."**

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to, **Labor & Staffing; Services, Procedures, & Products; and All Other Elements of Cost.**

Item No.	Item Description	Quantity	Units	Unit Price	Extended Amount
1	**Grass and Weed Removal (Lots less than 2.0 Acres)**				
	1a. Lots under 0.25 Acres	500	/Each Cut		
	1b. Lots 0.25 Acres and greater but less than 0.5 Acres	500	/Each Cut		
	1c. Lots 0.5 Acres and greater but less than 0.75 Acres	500	/Each Cut		
	1d. Lots 0.75 Acres and greater but less than 1.0 Acres	500	/Each Cut		
	1e. Lots 1.0 Acre and greater but less than 2.0 Acres	500	/Each Cut		
2	**Grass and Weed Removal (Lots 2.0 Acres and Larger)**	300	/Acre		

TOTAL BID COST: _____

ATTACHMENT C
INSURANCE REQUIREMENTS

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

PROPOSER'S AND SUB-CONTRACTOR'S INSURANCE: The successful Proposer and any sub-contractor shall carry and maintain, at Proposer's expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

A.	Commercial General Liability	General Aggregate	$2,000,000
		Each Occurrence	$1,000,000
B.	Business Auto Policy Any Auto; or Owned, Non-Owned, & Hired:	Combined Single Limit	$1,000,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

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

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

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

The Certificate Holder should be shown as:

City of Baton Rouge, Parish of East Baton Rouge
Attn: Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821

NOTE TO PROPOSERS:

(1) The successful Proposer shall be required to submit evidence of these Insurance Requirements prior to contract initiation.
(2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.

ATTACHMENT D
SAMPLE CONRACT
GRASS AND WEED REMOVAL SERVICES
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 2021, by and between the City of Baton Rouge, Parish of East Baton Rouge, herein referred to as City-Parish, and _____, herein referred to as "Proposer."

Proposer shall provide professional services as described herein for **GRASS AND WEED REMOVAL SERVICES**.

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

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

The Scope of Services are as defined per the RFP, 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) Proposer 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, if any, Proposer 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 Proposer or their representatives at conferences and public hearings, are to be furnished at the expense of Proposer.

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

COMPENSATION AND PAYMENT: The City-Parish shall pay and Proposer agrees to accept compensation for the professional services to be performed under this contract, at the rates agreed, attached, and made a part of the contract.

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer 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 June 1, 2022, and shall extend through May 31, 2023. Contract shall have the option to renew, upon mutual agreement with all prices and conditions remaining the same, for four additional 1-year options to include contract year 2023, 2024, 2025 and 2026.

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

OWNERSHIP OF DOCUMENTS: The Proposer shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, and activities. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer 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 Proposer to City-Parish, at Proposer's expense, at termination or expiration of this contract.

The Proposer shall maintain all records related to this agreement for a period of at least five (5) years after contract this contract ends.

TERMINATION OR SUSPENSION: The City-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-Parish shall give the Proposer written notice specifying the Proposer's failure. If within 30 days after receipt of such notice, the Proposer 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 Proposer in default and the Agreement shall 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-Parish to comply with the terms and conditions of this contract; provided that the Proposer 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 Proposer of such termination or negotiating with the Proposer an effective date.

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

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

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

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

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

INDEPENDENT CONTRACTOR OBLIGATION: Proposer 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 Contractors 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: Proposer 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. Proposer 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: Proposer agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to 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.

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

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

CONFLICT OF INTEREST AND LOUISIANA CODE OF ETHICS: In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at https://www.legis.la.gov/legis/Law.aspx?d=99214). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: http://ethics.la.gov/Pub/Laws/ethsum.pdf. The Louisiana Board of Ethics website is http://ethics.la.gov/.

CYBERSECURITY PREREQUISITES: Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

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

CIVIL RIGHTS COMPLIANCE: The Proposer 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. Proposer agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

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

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer'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 and records 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 Proposer in order to carry out this contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The

Proposer 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 Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

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

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

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. PROPOSER acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the PROPOSER agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the PROPOSER to meet the mobilization requirements under this AGREEMENT: $250.00 per calendar day.

(b) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to PROPOSER for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

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

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

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

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE PROPOSER may use

awardfunds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** THE PROPOSER agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **Maintenance of and Access to Records.** THE PROPOSER shall maintain records and financial documents sufficient to evidence compliance withsection 602(c), Treasury's regulations implementing that section, and guidance issued by Treasuryregarding the foregoing.

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

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

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

6. **Administrative Costs.** THE PROPOSER may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE PROPOSER.

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

9. **Compliance with Applicable Law and Regulations.**

   a) THE PROPOSER agrees to comply with the requirements of section 602 of the Act, regulations adopted byTreasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE PROPOSER also agrees to comply with all other applicable federal statutes, regulations,and executive orders, and THE PROPOSER shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b) Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. THE PROPOSER Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions.** In the event of THE PROPOSER's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In thecase of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to

recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. **Hatch Act.** THE PROPOSER 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 partby this federal assistance.

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

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

14. **Debts Owed the Federal Government.**

    a. Any funds paid to THE PROPOSER (1) in excess of the amount to which THE PROPOSER is finally determinedto be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D)of the Act and have not been repaid by THE PROPOSER shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by THE PROPOSER.A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE PROPOSER knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

    a. The United States expressly disclaims any and all responsibility or liability to THE PROPOSER or third persons for the actions of THE PROPOSER or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by THE PROPOSER does not in any way establish an agency relationship between the United States and THE PROPOSER.

16. **Protections for Whistleblowers.**

    a. In accordance with 41 U.S.C. § 4712, THE PROPOSER may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross

mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

(i) A member of Congress or a representative of a committee of Congress;
(ii) An Inspector General;
(iii) The Government Accountability Office;
(iv) A Treasury employee responsible for contract or grant oversight or management;
(v) An authorized official of the Department of Justice or other law enforcement agency;
(vi) A court or grand jury; or
(vii) A management official or other employee of THE PROPOSER, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

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

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

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

a. THE PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE PROPOSER 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 PROPOSER 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 PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of THE PROPOSER, 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 PROPOSER 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 PROPOSER's legal duty to furnish information.

d. THE PROPOSER 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 PROPOSER's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. THE PROPOSER 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 PROPOSER 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 PROPOSER'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 PROPOSER 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 PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) 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 PROPOSER 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 PROPOSER may request the United States to enter into such litigation to protect the interests of the United States.

THE PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

    THE PROPOSER 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 "AntiKickback" 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 PROPOSER shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

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

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

    b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE PROPOSER 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 PROPOSER 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 PROPOSER or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in

paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

    a. THE PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

    b. If this contract is funded by **federal** dollars, THE PROPOSER agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the **Department of Treasury**, and the appropriate Environmental Protection Agency Regional Office.

    c. If this contract is funded by **federal** dollars, THE PROPOSER agrees to include these requirements in each subcontract exceeding **$150,000** financed in whole **or in part with Federal assistance provided by Treasury.**

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

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

    THE PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

    This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that THE PROPOSER did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

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

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

    Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical

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

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

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

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

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

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

    Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE

PROPOSER shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE PROPOSER's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE PROPOSER's services.

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

    (i) elect to have THE PROPOSER re-perform or cause to be re-performed at THE PROPOSER's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;

    (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to THE PROPOSER; or

    (iii)pursue and obtain any and all other available legal or equitable remedies.

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

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

    A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference intothis contract.
    B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lowertier subcontractor with all of these contract clauses.
    C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.

33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE PROPOSER acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE PROPOSER's actions pertaining to this AGREEMENT.

34. **Force Majeure:** Any delay or failure of THE PROPOSER in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE PROPOSER and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot,

war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE PROPOSER shall receive an equitable adjustment extending THE PROPOSER's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE PROPOSER's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE PROPOSER.

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 Proposer have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE

_____

By_____

Title_____
Typed Name and Title

PROPOSER:

_____

By_____

Title_____
Typed Name and Title