

# Request for Proposal



**2023-30-7830**

## **CITY HALL ELEVATOR MODERNIZATION AND UPGRADE**

**RFP Opening Date: January 10, 2024, at 2:00 PM CST**

**City of Baton Rouge/Parish of East Baton Rouge  
Department of Buildings and Grounds**

**NOTE TO PROPOSERS:**

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

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# REQUEST FOR PROPOSAL

## CITY HALL ELEVATOR MODERNIZATION AND UPGRADE

### PART I. GENERAL INFORMATION

#### 1.1 Purpose

The City of Baton Rouge is seeking proposals for the modernization and upgrade of one (1) Traction Gearless Passenger Elevator located in the City of Baton Rouge City Hall Governmental Building”, Building Elevator ID #07.

Quotations shall be firm for a period of forty-five (45) days from the date of the opening of the proposals and no proposal shall be withdrawn for any reason during this period of time.

Proposals shall be received on solicitation forms furnished by the City of Baton Rouge and Parish East Baton Rouge, and only those proposals shall be received by the City-Parish which is submitted by those Contractors in whose names the solicitation forms and/or specifications were issued. In no event shall paper solicitation forms be issued later than twenty-four (24) hours prior to the hour and date set for receiving proposals.

This Request for Proposal is not within the purview of the Public Bid Law (LA RS 38:2212 et. seq.). It is the intent of the City Parish to obtain fair and competitive quotations. However, the City-Parish specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, to accept the quotation which is in the best interest of the City-Parish, and to reject all quotations if that is in the best interest of the City-Parish.

**CONTRACTORS:** All Contractors quoting 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. Contractors must hold an active license issued by the State of Louisiana Licensing Board for Contractors in the classification of BUILDING AND CONSTRUCTION, and must show their license number on the face of the bid envelope.

Copies of the plans, specifications and contract documents are on file and must only be obtained from the Department of Buildings and Grounds, Architectural Services Division, 1100 Laurel Street, Room 227, between the hours of 7:30 AM to 3:30 PM, upon payment of \$10.00 Dollars. (Make checks payable to the City of Baton Rouge and Parish of East Baton Rouge.) Fees for plans, specifications and contract documents are to cover the cost of reproduction and are non-refundable in accordance with Louisiana Revised Statutes.

The Proposer is advised that the City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. Therefore the Proposer is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors. To assist the City-Parish in our efforts to track the minority participation on our construction projects the successful low bidder shall include CP DBE-1 (revised 3/6/2012) with their monthly partial payment request.

All other questions concerning this package are to be addressed to Purchasing, (225) 389-3259.

## 1.2 Definitions

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

## 1.3 Calendar of Events

Item	Anticipated Schedule
RFP Issued	11/28/2023
Mandatory Pre-Proposal Conference	12/18/2023 @ 1:00 PM CST
Deadline to Receive Written Inquiries	12/28/2023 @ 5:00 PM CST
Deadline to Answer Written Inquiries	01/04/2024 @ 5:00 PM CST
Proposal Opening Date (deadline for submitting proposals)	01/10/2024 @ 2:00 PM CST
Notice of Down Selection	01/24/2024
Notice of Award	02/21/2024 (Estimated Award Date)
Contract Initiation	Q2 (May-June) 2024 (Estimated Contract Beginning Date)

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

## 1.4 Proposal Submittal

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

Important: Clearly identify submission on the outside of envelope, box or package with the following information and format:

**Proposal Name:** CITY HALL ELEVATOR MODERNIZATION AND UPGRADE  
**Solicitation No.:** 2023-30-7830  
**Proposal Opening Date & Time:** 01/10/2024 at 2:00 PM CST

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

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

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

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

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

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

## 1.5 Proposal Response Format

Proposals should be submitted as one cohesive and well-organized document that includes all of the components listed below. It is important that the document is structured in a way that allows for easy navigation and reference to all the required components. Responses should effectively demonstrate the Proposer's capability to complete the Scope of Services outlined in a meaningful and innovative manner, while adhering to the required timeline.

### Cover Letter

- Submit a cover letter summarizing the Proposer's ability to perform the services described in the RFP.
- Confirm willingness to perform the services and enter into a contract with the City-Parish.
- Certify compliance with the signature authority required in accordance with Louisiana law.
- The letter **must** be signed by a current corporate officer, partnership member or an individual specifically authorized to submit the proposal as reflected in the appropriate records on file with the secretary of state or provide other acceptable documents indicating authority.

- The cover letter should also include:
  - Identification of the submitting Proposer.
  - Name, title, address, telephone number and email address of each person authorized to contractually obligate the Proposer.
  - Name, address, telephone number and email address of the contact person for technical and contractual clarifications throughout the evaluation period, if different from the above.

### **Table of Contents**

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

### **Financial Proposal**

- Include the total fee for the entire project, as outlined in the Scope of Services (see **ATTACHMENT A**). The total fee should be broken out into cost related to each task to fulfill the project requirements.
- Prices proposed **shall** be firm.
- The total maximum fee proposed by the Proposers should be submitted in **ATTACHMENT B-1**.
- If needed, the Proposer may provide a brief pricing narrative along with the maximum fee amount provided in **ATTACHMENT B-1**.

#### **1.5.1 Number of Response Copies**

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

#### **1.5.2 Legibility/Clarity**

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

#### **1.5.3 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

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

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

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

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

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

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

## **1.6 Proposal Clarifications Prior to Submittal**

### **1.6.1 Mandatory Pre-proposal Conference**

A MANDATORY PRE-PROPOSAL CONFERENCE will be held in person at 1:00 PM, CST December 18th, 2023 at the City Hall, 222 St. Louis St., Baton Rouge, LA 70821, 8<sup>th</sup> floor, room 801. Attendance at the pre-proposal meeting is mandatory; only those vendors who attend the pre-proposal meeting will be eligible for award for this project.



## 1.6.2 Proposer Inquiry Periods

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

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

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

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

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

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

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

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

City of Baton Rouge/Parish of East Baton Rouge  
Attention: Lori Foreman  
Purchasing Division  
222 Saint Louis Street, Room 826 Baton Rouge, LA 70802  
E-Mail: [307830CityHallElevModUpgrade@brla.gov](mailto:307830CityHallElevModUpgrade@brla.gov)  
Phone: (225) 389-3259

## 1.7 Errors and Omissions in Proposal

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

## **1.8 Proposal Guarantee (Not Required for this RFP)**

## **1.9 Performance & Payment Bond**

The awarded vendor agrees that the proposal is firm for a period of sixty (60 days) from the opening of quotations and no proposal can be withdrawn for any reason during this period of time.

The awarded vendor further agrees that within fifteen (15) days after notice that the Parish has been authorized to enter into a contract he will execute the agreement and furnish to the Parish of East Baton Rouge all insurance certificates required by Contract. The Contractor **shall** also furnish a satisfactory performance and payment bond, said bond to be in an amount equal to the amount of the contract and **shall** guarantee the faithful performance of the contract for contracts \$25,000 and greater.

The awarded vendor further agrees that the work will begin no later than fourteen (14) calendar days after the date of the Notice to Proceed and **shall** be diligently prosecuted at such rate and in such manner as necessary for the completion of the work within the time specified in the agreement.

**Upon award, the attached Performance & Payment Bond (ATTACHMENT F) must be completed.**

### **1.10 Changes, Addenda, Withdrawals**

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

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

### **1.11 Withdrawal of Proposal**

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

### **1.12 Material in the RFP**

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

### **1.13 Waiver of Administrative Informalities**

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

### **1.14 Proposal Rejection**

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

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

### **1.15 Ownership of Proposal**

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

### **1.16 Cost of Offer Preparation**

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

### **1.17 Non-negotiable Contract Terms**

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

### **1.18 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.

### **1.19 Proposal Validity**

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

### **1.20 Prime Contractor Responsibilities**

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

#### **1.20.1 Corporation Requirements**

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

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

### **1.21 Use of Subcontractors**

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

### **1.22 Written or Oral Discussions/Presentations**

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

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

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

### **1.23 Acceptance of Proposal Content**

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

### **1.24 Evaluation and Selection (Refer to Part III Evaluation)**

### **1.25 Contract Negotiations**

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

### **1.26 Contract Award and Execution**

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

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

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

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

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

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

### 1.27 Notice of Intent to Award

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

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

### 1.28 Debriefings

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to

[307830CityHallElevModUpgrade@brla.gov](mailto:307830CityHallElevModUpgrade@brla.gov)

to schedule the debriefing. Debriefings **shall** occur within fifteen (15) days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

### 1.29 Insurance Requirements

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

### 1.30 Subcontractor Insurance

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

### 1.31 Indemnification

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

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

### 1.32 Fidelity Bond Requirements (Not Required for this RFP)

### 1.33 Payment for Services

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

### 1.34 Termination

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

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

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

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

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

### 1.35 Assignment

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

### 1.36 No Guarantee of Quantities

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

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

### **1.37 Civil Rights Compliance**

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

### **1.38 Record Retention**

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

### **1.39 Record Ownership**

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

### **1.40 Content of Contract/Order of Precedence**

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

### **1.41 Contract Changes**

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

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

### **1.42 Substitution of Personnel**

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

### **1.43 Governing Law**

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

#### 1.44 Claims or Controversies

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

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

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

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

#### 1.45 Proposer's Certification of No Suspension or Debarment

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

A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov)

## **PART II SCOPE OF WORK/SERVICES**

### 2.1 Scope of Work/Services

The Scope of Services is as outlined in **ATTACHMENT A**.

### 2.2 Period of Agreement

The term of any contract resulting from this solicitation **shall** begin on or about the second quarter (Feb-Apr) of 2024 and **shall** cover all project components through project completion.

### 2.3 Price Schedule Example

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

### 2.4 Deliverables

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



## 2.5 Location

The proposed services shall be performed with in-person attendance expected for specific activities as needed. These scope of services shall take place at the City-Parish "Governmental building located at 222 St. Louis Street, Baton Rouge, LA 70802

## **PART III EVALUATION**

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

### 3.1 Financial Proposal (Value of 20%)

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for the entire project, including Respondent's actual criteria and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- All other costs, if any, proposed by the Proposer.

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

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

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

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

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

### 3.2 Technical Proposal (Value of 75%)

The following technical criteria will be evaluated.

- Vendor's organizational capacity and successful track record for the construction, workmanship, materials and installation as it relates to this project, specifically within a governmental or similar context. Scope of Work, please explain your technical abilities to meet our needs on this job. This includes the firm's ability to handle projects of this size and complexity. (25%)

- Vendor's Experience & Qualifications: Submittals of resumes summarizing the qualifications and experience of the members of the project team who will be assigned to our project, beginning with the 'team leader'. Include any professional certifications, awards, memberships, publications, etc., for each applicable team member. Please provide information about similar projects you have done in the past five (5) years. (25%)
- 
- Approach and Methodology analysis use in determining Elevator Modernization and Upgrade which includes the project schedule of all phases of the scope of work and potential for concurrent work on different phases, to expedite completion while maintaining a high level of quality. Vendor shall also provide his or her preventive maintenance program as part of his proposal as it relates to the warrant period. The vendor is also required to submit his or her response time for call backs and emergencies. It is the desire of City-Parish for the normal response time to be two (2) hours. However in the event that someone is trapped in an elevator, response time should be no more than thirty (30) minutes throughout the warrant period. (25%)

### 3.3. Small Entrepreneurships Proposal (MBE/SBE/WBE) Initiative. (Value of 5%)

#### MBE/SBE/WBE Initiative

#### Participation by Certified Small Entrepreneurships/DBE Initiative

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

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

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

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

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

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

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE INCLUSION**

The City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program") is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 5% of the contract amount.

### **PART I – POLICY/ COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

## **PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE**

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

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

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

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

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

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

See Attachment I for SEDBE Form and Procedures

REFER to **ATTACHMENT B-1 – Engineering and Technical Estimated Quantities Cost** projected for this RFP.

## **PART IV PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The performance requirements are as outlined in **ATTACHMENT A**.

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

**ATTACHMENT A**  
**Scope of Services**  
**CITY OF BATON ROUGE**  
**PARISH OF EAST BATON ROUGE**

**The City of Baton Rouge is seeking proposals for the modernization and upgrade of One (1) Traction Gearless Passenger Elevator located in the City of Baton Rouge City Hall Governmental Building”, Building Elevator ID #07.**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

A gearless traction passenger elevators with simplex dispatching system.

**1.2 RELATED SECTIONS**

- A. Section 015000 – Temporary Facilities and Controls: Protection of floor openings and personnel barriers; temporary power and lighting.
- B. Section 033000 – Cast-in-Place Concrete: Elevator pits.
- C. Section 036000 – Grouts (Grouting): Grouting door frames and sills.
- D. Section 042000 – Masonry Units (Unit Masonry): Setting sleeves, inserts, and anchoring devices in masonry for guide-rail brackets.
- E. Section 051200 – Metal Stairs Structural Steel (Structural Steel Framing): Support steel, divider beams, and hoist beams.
- F. Section 055000 – Gypsum Metal Fabrications: Pit ladders, support for entrances in drywall hoist-ways.
- G. Section 061053 – Miscellaneous Rough Carpentry: Temporary platform assembly.
- H. Section 071600 – Cementitious Waterproofing: Waterproofing of elevator pit.
- I. Section 092900 – Gypsum Board: Hoist-way walls.
- J. Section 099000 – Paints and Coatings (Painting and Coating): Field painting of elevator entrances over primer.
- K. Section 283100 – Detection and Alarm (Fire Detection and Alarm): Heat, smoke, and products of combustion sensing devices, fire alarm signal lines to contacts in machine space.
- L. Section 23000 – Heating, Ventilating, and Air Conditioning Equipment (Heating, Ventilating, and Air-Conditioning (HVAC): Heating, cooling, and ventilation of control and machinery space.
- M. Section 260500 – Wiring Methods (Common Work Results for Electrical): Light outlets, convenience outlets, light switches, and conduits.
- N. Section 262400 – Switchboards, Panelboards, and Control Centers (Switchboards and Panelboards): Disconnect switches.
- O. Section 265000 – Lighting: Light fixtures.
- P. Section 221429 – Sump Pumps: For sump pumps, sumps, and sump covers in elevator pits.
- Q. Section 271500 – Communications Horizontal Cabling: For Telephone service for elevators and fo Internet connection to elevator controllers for remote monitoring.
- R. Section 273000 – Telephone and Intercommunication Equipment (Voice Communications): Telephone outlets and elevator telephones.
- S. Section 31000 – Earthwork: Excavation of elevator pit.

**1.3 REFERENCES**

- A. ANSI/ASME A17.1/CAN/CSA B44 – Safety Code for Elevators and Escalators.
- B. ADAAG – Americans with Disabilities Act Accessibility Guidelines.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. ANSI/NFPA 80 – Fire Doors and Windows.
- E. ANSI/UL 10B – Fire Tests of Door Assemblies.
- F. CAN/CSA C22.1 – Canadian Electrical Code.
- G. Model and Local Building Codes H. ISO 9001: 2000 - Quality Management Systems Requirements.

#### 1.4 DESIGN REQUIREMENTS

- A. Arrange elevator components in control closet or machinery space so equipment can be removed for repairs or replaced with minimal disturbance to other equipment and components.
- B. Where permitted by CODE, provide all elevator equipment including controls, drives, transformers, and rescue features within the elevator hoist-way.

#### 1.5 SUBMITTALS

- A. Comply with Section 013300 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer/installer's product data, including,
  - 1. Descriptive brochures or detail drawings of car and hall fixtures, cab ceilings, and product features.
  - 2. Power Information: Horsepower, starting current, running current, machine and control heat release, and electrical requirements.
- C. Shop Drawings: Submit manufacturer/installer's shop drawings, including plans, elevations, sections, and details, indicating location of equipment, loads, dimensions, tolerances, materials, components, fabrication, fasteners, hardware, finish, options, accessories, and other information to render totally functional elevators.
- D. Samples: Submit manufacturer/installer's samples of standard colors and finishes of finish materials.
- E. Operation and Maintenance Manual: Submit manufacturer/installer's operation and maintenance manual; including operation, maintenance, adjustment, and cleaning instructions; trouble shooting guide; renewal parts catalogs; and electrical wiring diagrams.
  - 1. Repair Requirements: Instructions necessary to check-out, trouble shoot, repair, and replace components of the systems, including integrated electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting after acceptance of the system.
- F. Warranty: Submit manufacturer/installer's standard warranty. The manufacturer's warranty as well as the installer's (workmanship) warranty must be for at least a minimum of 1 year from the date of acceptance of satisfactory completion of work by the City of Baton Rouge. Preventive maintenance is to be covered under the warranty period.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer/Installer's Qualifications: Specialize in manufacturing and installing elevator equipment, with a minimum of 10 years successful experience.
- B. Regulatory Requirements:
  - 1. Elevator design, clearances, construction, workmanship, materials, and installation, unless specified otherwise, **shall** be in accordance with ANSI/ASME A17.1 – 2016, handicap accessibility, Americans with Disabilities Act, and other CODES having legal jurisdiction.
  - 2. ANSI/ASME A17.1 **shall** govern, except where CODES having legal jurisdiction include more rigid requirements or conflict with ANSI/ASME A17.1.
  - 3. Elevator **shall** follow design and manufacturing procedures certified in accordance with ISO 9001-2000 to meet product and service requirements for quality assurance for new products.
  - 4. Where product is in variance to the published ANSI/ASME A17.1 model CODE, provide a 3rd party LA-SFM Licensed, QEI certification demonstrating equivalent function, safety, and performance.
- C. Pre-installation Meeting:
  - 1. Convene pre-installation meeting before start of installation of elevators.
  - 2. Require attendance of parties directly affecting work of this section, including Contractor, "**ADMINISTRATOR**", Elevator Consultant and elevator manufacturer/installer.
  - 3. Review examination, installation, field quality control, adjusting, cleaning, protection, and coordination with other work.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer/installer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer/installer.
- B. Storage: Store materials in clean, dry area indoors in accordance with manufacturer/installer's instructions.
- C. Handling: Protect materials during handling and installation to prevent damage.

## 1.8 PROJECT CONDITIONS

### A. Temporary Electrical Power:

1. **“GENERAL CONTRACTOR”** will arrange for temporary 220 VAC, single-phase, 60 Hz., GFCI-protected electricity to be available for installation of elevator components.
2. Comply with Section 015100 – Temporary Utilities

### B. Installation of the Elevator:

1. “General Contractor” will provide permanent three-phase power prior to installation start.
2. “General Contractor” will provide clear, rollable access to a 20’ x 10’ secure and dry storage area prior to delivery.
3. “General Contractor” will provide a clean, dry, and complete hoist-way along with temporary Installation platform and all required OSHA-compliant barricades prior to delivery.

### C. Temporary Use of Elevator:

1. **“General Contractor”** will negotiate with manufacturer/installer for temporary use of elevator, if required.
2. Temporary use of elevator **shall** be in accordance with terms and conditions of manufacturer/installer’s temporary acceptance form.

## 1.9 SCHEDULING

- A. Coordinate elevator work with work of other trades, for proper time and sequence to avoid construction delays.

## 1.10 WARRANTY

- A. Manufacturer/installer **shall** guarantee materials and workmanship of equipment installed under these specifications and make good, defects not due to ordinary wear or to improper use, which may develop within 1 year after completion of installation or acceptance thereof by beneficial use, whichever is earlier.

## 1.11 MAINTENANCE SERVICE

- A. Elevator full preventative maintenance, emergency call-back and repair service **shall** be performed by elevator manufacturer/installer.
- B. Elevator **shall** receive regular maintenance on the unit for period of 12 months after completion of work specified herein or acceptance thereof by beneficial use, whichever is earlier.
- C. Trained employees **shall** make periodic examinations and perform work including necessary adjusting, greasing, oiling, and replacing parts to keep elevators in operation, except parts that require replacement because of accidents, vandalism, misuse, or negligence by parties other than manufacturer/installer.
- D. Manufacturer/installer **shall** perform all Work, except emergency minor adjustment call-back service, during regular working hours. Manufacturer/installer **shall** provide emergency minor adjustment call back service, during regular working hours.
- E. Should **“OWNER”** request that examinations, cleaning, lubrication, adjustments, repairs, replacements, or emergency minor adjustment call-back service, unless specified herein, be performed on manufacturer/installer’s regular working hours of regular working days, manufacturer/installer **shall** absorb straight-time labor charges and **“OWNER”** will compensate manufacturer/installer for overtime premium, and expense at the approved billing rates. Contractor shall submit with his proposal his overtime premium rates for work done outside normal business hours and weekends.
- F. Elevator Control System:
1. Include built-in remote diagnostic module to relay constant status of elevators and control system to a 24-hour, 7-days-a-week central-monitoring facility.
  2. Remote Monitoring Device: Transmit information on current status of elevators, including malfunctions, system errors, and shutdown.
- G. Payment Schedule for Work Not Covered Under Warranty
1. Include a schedule that outlines the pay rate for after-hours as well as standard pay rate for work not covered as warranty work. Normal business hours are from 8:00am to 5:00pm. For clarification the preventive maintenance is covered under the warranty period.



## 1.12 GENERAL MAINTENANCE

### PART 2 – PRODUCTS

#### 2.1 MANUFACTURER/INSTALLER

- A. Schindler Elevator Corporation, Website [www.us.schindler.com](http://www.us.schindler.com) (Basis of Design).
  - 1. Equal by Otis Elevator, KONE Elevator or ThyssenKrupp (TKE).
  - 2. Substitutions in accordance with Section 01 63 00
- B. Elevator **shall** be installed by elevator manufacturer representative.

#### 2.2 ELEVATOR SYSTEM AND COMPONENTS

- A. Electric Traction Passenger Elevators: Basis of design is the Schindler 3300 XL Gearless Traction MRL Elevator.
- B. Elevator Equipment Summary:
  - 1. Application: Overhead Machine Room. Existing DC Gearless Machine.
  - 2. Counterweight Location: Existing Counterweights and guide rails. (CWT)
  - 3. Machine Location: Overhead Machine Room.
  - 4. Control Space Location: Overhead Machine Room.
  - 5. Service: General Purpose Passenger/Service.
  - 6. Quantity: **One Unit**
  - 7. Capacity: **2,500 lbs.**
  - 8. Speed: **500 fpm**
  - 9. Travel: 12 Landings. Existing.
  - 10. Rear Opening: NONE
  - 11. Front and Rear Car Doors: Re use Existing.
  - 12. Operation: Microprocessor Simplex Automatic Operation
  - 13. Hoist-way Clear Inside Dimensions: Existing. Contractor to Verify Dimensions.
  - 14. Inside Cab Height: Existing conditions. Elevator Contractor **shall** verify cab dimensions.
  - 15. Guide Rails: Re use existing guide rails.
  - 16. Entrance Type and Width: 48" X 84" Center Opening. Re use existing.
  - 17. Power Supply: 480 Volts 3 Phase 60 Hz – Contractor shall provide new shunt trip type main line disconnect switch with fuse sized to meet new equipment requirements.
- C. Performance:
  - 1. Car Speed: (+)(-) 5% of contract speed under any loading condition or direction of travel.
  - 2. Car Capacity: Safely lower, stop and hold up to 125% of rated load per CODE.
- D. Ride Quality:
  - 1. Vertical Vibration (maximum): 25 mg
  - 2. Horizontal Vibration (maximum): 15 mg
  - 3. Vertical Jerk (maximum): 2 ft/sec<sup>3</sup>
  - 4. Acceleration (maximum): 1.6 ft/sec<sup>2</sup>
  - 5. In Car Noise: 53-60 dB(A)
  - 6. Stopping Accuracy: ±5mm
  - 7. Starts per hour (maximum): 180
- E. Elevator Operation:
  - 1. Simplex Collective Operation: Using a microprocessor-based controller, operation **shall** be automatic by means of the car and hall buttons. When all calls have been answered, the car **shall** park at the last landing served.
  - 2. Group Automatic Operation: Simplex Operation for this unit.
- F. Operating Features - Standard:
  - 1. Door Light Curtain Protection
  - 2. SCR Drive
  - 3. Phase Monitor Relay
  - 4. Cab Overload with Indicator
  - 5. Load-weighing
  - 6. Central Alarm
  - 7. Remote Monitoring
  - 8. Firefighter's Operation
  - 9. Automatic Evacuation
    - I. Emergency power generator.

**ONLY NON-PROPRIETARY****EQUIPMENT SHALL BE INSTALLED.**

- A. Controller: Provide microprocessor-based control system to perform all of the functions of safe elevator operation, as well as perform car and Simplex operational control.
  - 1. All high voltage (110v or above) contact points inside the inspection and test panel **shall** be protected from accidental contact in a situation where the access panels are open.
  - 2. The controller **shall** be distributed throughout the elevator system located in the overhead, cab and inspection and test panel. The SCR drive will be mounted in the overhead machine room. The inspection and test panel will be located in the controller in the machine room.
  - 3. Provide multi-bus control administrator to reduce cabling, material and waste.
- B. Drive: Provide a SCR DC Closed Loop drive system. Provide stable start without high peak current, quickly reaching a low energy consumption level.
- C. Inspection and Test Panel: Integrated control equipment, main inspection and test panel. .
- D. The controller **shall** have field programmable inputs and outputs to activate different functions. All available parameters **shall** be field programmable without need for any external device or knowledge of any programming languages. Programmable options and parameters **shall** be stored in nonvolatile memory. Install system that the manufacturer will have 24-hour technical support and **shall** provide technical support for their equipment regardless of the elevator maintenance provider maintaining their equipment.
- E. There **shall** be alphanumeric display to be used for programming and diagnostics. The programmable parameters and options **shall** include, but not be limited to, the following: Number of stops/openings served, programmable fire code options; fire floors (main, alternate); floor encoding (absolute PI); digital PIs/Single Wire PIs; programmable door times; programmable motor limit timer; nudging; emergency power; and parking floors.
- F. The controller **shall** include absolute floor encoding which, upon power up, **shall** move the car to the closest floor to identify the position of the elevator.
- G. Components **shall** be designed to operate within a temperature range of 50-degrees and 110-degrees F. No temperature control or air-conditioned room **shall** be required for proper operation of the controller.
- H. System **shall** be designed to start properly when power is restored in the event of a power failure or interruption. Provide non-volatile system memory so that data is retained in the event of power failure or disturbance.

**2.4 EQUIPMENT: HOIST-WAY COMPONENTS**

- A. Machine:
  - Complete refurbishing of the drive machine.
  - Drive Motor (DC) Test the drive machine, armature, field coils, brush holders, brush leads, etc. as follows:
    - 2.4.1 DC Motors - Armatures - Field Coils – TEST required.
    - 2.4.2 Use meg-ohm meter to check the field coils, armature, and brush holders. The meg-ohm readings **must** meet manufacturers' standards.
    - 2.4.3 Check armature for high bars, arcing and/or sparking. Mica cut, as necessary.
    - 2.4.4 Clean/ Blow out carbon buildup unit with Nitrogen.
    - 2.4.5 Drag or undercut commutator slots of high MICA.
    - 2.4.6 Test the integrity of DC MOTOR and ensure the DC MOTOR meets manufacturers standard. A reading of LESS than ONE Meg-ohms is NOT acceptable. Perform the following work.
    - 2.4.7 REMOVE BRUSHES FROM BRUSHHOLDERS
    - 2.4.8 MEG FIELD COILS
    - 2.4.9 MEG ARMATURE
    - 2.4.10 MEG BRUSHHOLDERS
    - 2.4.11 IMPEDANCE TEST ALL FIELD COILS
    - 2.4.12 TURN AND STONE/UNDERCUT/MACHINE COMMUTATOR- AS NEEDED. UNITS HAVE HIGH BARS ON THE COMMUTATORS.
    - 2.4.13 BEVEL COMMUTATOR
    - 2.4.14 DRAG OR UNDERCUT COMMUTATOR SLOTS
    - 2.4.15 BLOW OUT UNIT WITH NITROGEN
    - NOTE: UPON CLEANING UNIT OF CARBON, PERFORM THE FOLLOWING TASKS.
    - 2.4.16 MEG FIELD COILS
    - 2.4.17 MEG ARMATURE
    - 2.4.18 MEG BRUSHHOLDERS

#### 2.4.19 GLIPTOL ARMATURE/ FIELD COILS (BLACK/RED)

#### 2.4.20 REINSTALL AND SET BRUSHES

##### 2.4.21 FINAL TESTS

2.4.22 RECORD RESULTS IN THE MAINTENANCE RECORDS. HAVE EQUIPMENT REPAIRED A REPUTABLE MOTOR SHOP FOR EQUIPMENT WHICH TEST SUBSTANDARD OR DEFECTIVE.

2.4.23 REPLACE MAIN SHAFT BEARINGS AND SEALS.

2.4.24 RE-INSULATE ALL FIELD COILS.

2.4.25 RE-INSULATE ARMATURE IF LOW INPENDANCE IS DETECTED.

#### B. Governor:

1. Provide new code compliant overspeed governor.

#### C. Unintended Movement Device: Provide CODE COMPLAINT Rope Grippers.

#### D. Buffers: Provide new CODE COMPLAINT oil buffers.

#### E. Hoist-way Operating Devices:

1. Provide new: Emergency Stop switch in the pit.

2. Provide new: Terminal stopping switches.

#### F. Positioning System: Provide new System consisting of proximity sensors and door zone vanes.

#### G. Guide Rails and Attachments: Re-use existing.

#### H. Suspension System: Provide new Hoist ropes.

#### I. Governor rope: Provide new governor rope and tail sheave assembly.

### 2.5 EQUIPMENT: HOIST-WAY ENTRANCES

#### A. Hoist-way Doors and Frames:

1. Doors: Reuse existing.

2. Frames: Re-use existing.

#### B. Finish:

1. Exposed Areas of Corridor Frames: Owner to choose finishes hoistway of door and frames.

#### C. Entrance Markings and Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

### 2.6 EQUIPMENT: CAR COMPONENTS

#### A. Car Frame and Safety: Re-Use existing.

#### B. Platform: Re-Use existing. Calibrate for correct leveling and car balance. Provide balance weights as necessary.

#### C. Car and Counterweight Roller Guides: Provide new, Provide extra heavy duty roller guides.

#### D. Steel Cab:

1. Fire rating: Provide Class B fire rating for cab, or Class A fire rating where required by local CODE.

2. Car wall finish: Owner to select from contractors standard catalog.

3. Base and frieze: Re-Use existing – Aluminum diamondback.

4. Car front finish: #4-brushed Stainless-Steel.

5. Car door finish: #4-brushed Stainless-Steel.

6. Ceiling: #4 brushed Stainless-Steel with (8) LED Down Lighting. Provide new.

7. Handrails: Minimum 1-1/4" diameter stainless steel tubular grab bar with backing plates and captive nuts across side walls. Bolt rails through car walls from back and mount on 11/2" deep solid round stainless steel standoff spacers no more than 18" Return handrail/guardrail ends to car walls.

8. Ventilation: Provide new 2 speed ventilation fan.

9. Emergency Car Lighting: Provide new.

10. Emergency Siren: Provide new

11. Emergency Exit Switch: Provide new

12. Emergency Exit Lock: Provide new

13. Car top Safety Rail: Provide new emergency exit guard on top of car when required for hoist-way wall to platform clearance exceeds 12" or for multiple cars in hoist-way.

#### E. Auxiliary Wiring: Provide new conduit, wiring and connections for fire alarm initiating devices, emergency two-way communication system, and firefighters' phone jack.

## 2.7 DOOR OPERATOR AND REOPENING DEVICES

- A. Door Operator: Provide new VVVF high performance door operator with frequency-controlled drive for fast and reliable operation to open and close the car and hoist-way doors simultaneously.
- B. In case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable CODE. Provide emergency devices and keys for opening doors from the landing as required by local CODE.
- C. Doors **shall** open automatically when the car has arrived at or is leveling at the respective landings. Doors **shall** close after a predetermined time interval or immediately upon pressing of a car button. Provide door open button in the car operating panel. Momentary pressing of this button **shall** reopen the doors and reset the time interval.
- D. Provide door hangers and tracks for each car and hoist-way door. Each car door and hoistway door panel **shall** be provided with 2 bottom door retainers (gibs). Contour tracks to match the hanger sheaves. Design hangers for power operation with provisions for vertical and lateral adjustment. Hanger sheaves **shall** have polyurethane tires and pre-lubricated sealed for life bearings.
- E. Restrictive Door Opening. Provide mechanical car-door restrictor to prevent opening of doors when outside unlocking zone. Other type door restrictive devices must be approved by Project Administrator.
- F. Electronic Door Safety Device: Equip car doors with concealed transmitter and receiver infrared beam devices to detect presence of object in process of passing through hoist-way entrance and car doorway (light curtain device) fail-safe system.
  - 1. Use multi-beam scanning without moving parts to detect obstructions in door opening.
  - 2. Detector Device: Prevent doors from closing, or if they have already started closing, cause doors to reopen and remain open while object is within detection zone.
  - 3. Horizontal Beams: Minimum of 33 infra-red beams to fill doorway from ground level to a height of (7') feet.

## 2.8 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car Operating Panel: Provide a car operating panel with all push buttons, key switches and message indicators for elevator operation.
  - 1. Full height car operating panel **shall** be surface mounted on front return.
  - 2. Comply with handicap requirements.
  - 3. Push Buttons: Mechanical, illuminating using long-lasting LEDs for each floor served.
  - 4. Emergency Buttons: Provide in accordance with CODE. Emergency alarm button, door open and door close buttons.
- B. Features of the Car Operating Panel **shall** Include:
  - 1. Audible chime to signal that the car is either stopping at or passing a floor served by the elevator.
  - 2. Raised markings and Braille provided to the left-hand side of each push button.
  - 3. Car Lantern: Provide LED illuminated car lantern with direction arrows to comply with local CODE when hall lanterns are not provided.
  - 4. Door open and close push buttons.
  - 5. Firefighter's hat and Phase 2 Key-switch
  - 6. Inspection key-switch.
  - 7. Key-switch for optional Independent Service Operation
  - 8. Illuminated alarm button with raised marking.
  - 9. Elevator Data Plate marked with elevator capacity and car number.
  - 10. Help Button: Activation of help button will initiate two-way communication between car and a location inside the building, switching over to alternate location if call is unanswered, where personnel are available to take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
  - 11. Face Plates: All faceplates and fixtures shall be 10 gauge #4 brushed stainless steel.

## 2.9 TWO-WAY COMMUNICATIONS:

- A. Provide vandal resistant speaker telephone meeting requirements of the "OWNER's" telephone system, ADA, and NFPA/ASME A17.1-2016. Install in the car station behind a perforated grille and connect to a programmable auto dialer located in the equipment space. The auto dialer **shall** be provided with a solid-state charger unit which will automatically provide emergency power within 10 seconds in the event of failure of the normal power supply.

- B. Hall Fixtures: Provide Hall fixtures with necessary push buttons and key switches for elevator operation.
  - 1. Push buttons: Metallic tactile push buttons, up button and down button at intermediate floors, single button at each terminal floor.
  - 2. Height: Comply with handicap requirements.
  - 3. Illumination: Illuminating using long-lasting low power LED.
- C. Hall Lanterns and Position Indicators.
  - 1. LED illuminated direction arrows with audible and visible call acknowledgement.
  - 2. All hall call stations **shall** have built in position indicator showing car location.
- D. Hoist-way access switches: Provide key-switch at top and bottom floor in entrance jamb as required by local CODE.
- E. Firefighter's Phase 1 Service: Key switch in brushed stainless steel cover plate.
- F. Fixture Cover Plates: For push buttons, hall lanterns and position indicators, resistant white back-printed glass, no screws required for mounting. Provide stainless steel cover plates for Firefighter's Phase I switch and hoist-way access switches, with tamper resistant screws in same finish. Key switch **shall** meet Louisiana Fire Marshall requirements.
- G. Mounting: Mount Hall fixtures in entrance frames.
- H. Keys: Contractor **shall** provide to Project Manager (05) five sets of all keys pertaining to the operation of the elevator. The keys **shall** include firefighter service, independent service, stop switch, inspection, hoist-way access, fan, lighting, and any other key for the elevator and control panels.
- I. Main Line Disconnect (Shunt Trip, Electrical Wiring and Wiring Connections):
  - 1. Provide a shunt trip Means shall be provided to automatically disconnect the main line power supply to the affected elevator prior to the application of water from sprinklers located in the hoistway and Machine room Heat detectors need to be installed within 22 inches of the sprinkler head to activate shunt trip. This means shall not be self-resetting.
  - 2. Main Line Disconnect Switch: Provide New CODE Compliant Shunt trip type Main Line Disconnect switch with fuses that are sized to meet equipment manufacturers requirements.
  - 3. 110 Volt Disconnect Switch: Provide new for adequate protection of the elevator system 110v circuitry.
  - 4. Conductors and Connections: Provide new Copper throughout with individual wires coded and connections on identified studs or terminal blocks. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual elevator controllers in the equipment space.
  - 5. Conduit: Provide new Galvanized steel conduit, EMT, or duct. Flexible conduit length not to exceed 3'-0". Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
  - 6. **Traveling Cables:** Flame and moisture-resistant outer cover. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway.
    - a. Provide four pair of spare shielded communication wires in addition to those required to connect specified items.
    - b. Tag spares in equipment space. Provide cables from controller to car top.
  - 7. **Auxiliary Wiring:** Provide conduit, wiring and connections for fire alarm initiating devices, emergency two-way communication system, firefighters' phone jack and necessary wiring for in car security camera.
  - 8. Machine Room Lighting: Provide fluorescent LED lighting for the main drive motor, controller and SCR Drive.
  - 9. Smoke Detectors: Provide CODE compliant smoke detectors for the machine room and elevator lobbies. When activated, PHASE I firefighters service recall.
- J. Hoistway Fire rating exposed pipes and water lines ledges and recesses:
  - 1. Fire rating: Elevator hoistway is required to meet 2 hour fire rating. Enclose any openings or penetrations In the hoistway with fire rated materials.
  - 2. Pipes and Waterlines: Shall be enclosed with 2 hours fire rated materials separating water lines and Pipes from the elevator hoistway. \*NOTE- every floor has water lines and piping to drinking fountains at each floor. Contractor shall submit method of containment and access to the water lines.
  - 3. Ledges and Recesses: Provide 75 degree metal splays on all ledges and recesses that exceed inches.

- K. Signage: Provide all CODE compliant signage that is required for a passenger/service elevator. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
  1. Phase II firefighters' operating instructions on main operating panel above corresponding key-switch filled red.
  2. Car number on main car operating panel.
  3. Certificate of Inspection on File in Building Office" on main car operating panel.
  4. "No Smoking" on main car operating panel.
  5. Car capacity in pounds on main car operating panel.
- L. Numbering:
  1. NUMBERING of HOISTWAY DOORS: Hoist ways shall have floor numbers, not less than 100mm (4 in.) in height, on the Hoist-way side of the enclosure or hoist-way doors.
  2. LOBBY NUMBERING: In building with more than one elevator, a unique ID number shall be assigned each elevator located in the car. Elevator cars shall have a unique ID number displayed at the main lobby when there are multiple elevators in a building.
  3. Label equipment to correspond with the associated equipment, disconnects, switches, overspeed governor, controllers, and machines. Label ALL 480, 110 AND SHUNT TRIP DISCONNECT SWITCHES FOR THEIR CIRCUITS OF ORIGIN. Provide room number, panel number and circuit number where applicable ASME A17.1 – 2.8.1, NFPA 70 NEC 620-53 (3/17)(1/18) the pit floor.
- M. Painting:
  1. Clean Surface Rust from inside hoistway on hoistway door panels, door frames, headers, fascia and pit equipment. Apply a good rust inhibitor type paint on all metal work inside the hoistway.
  2. Apply touch-up painting as necessary on drive machine and controller equipment in machine room.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Examine hoist-ways, hoist-way openings, and pits before starting elevator installation.
- B. Verify hoist-way, pit, overhead, and openings are of correct size, within tolerances, and are ready for work of this section.
- C. Contractor to verify existing conditions are satisfactory for the installation of new equipment in the following areas, which include hoistway walls, hoistway door frames and sills, pit area, overhead structure of clearances and beams and main guide rail and counterweight rails including support brackets. Enclosure of pipes and waterlines in the hoistway. Enclosure of holes in the hoistway. Hoistway enclosure walls and tile are to meet 2-hour fire rating.
- D. Verify hoist-way is clear and plumb, with variations not to exceed -0 to +1 inch at any point. Verify projections greater than 4" **must** be beveled not less than 75 degrees from horizontal. No negative tolerance is permitted for minimum hoist-way dimensions.
- E. Verify minimum 2-hour fire-resistance rating of hatch walls.
- F. Notify "**PROJECT ADMINISTRATOR**" in writing of dimensional discrepancies or other conditions detrimental to proper installation or performance of elevators.
- G. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to manufacturer/installer.

### **3.2 INSTALLATION**

- A. Install elevators in accordance with manufacturer/installer's instructions and ANSI/ASME A17.1.-2016.
- B. Set entrances in vertical alignment with car openings and aligned with plumb hoist-way lines. Re-use If existing conditions exist.

### **3.3 FIELD QUALITY CONTROL**

- A. Perform tests of elevator as required by ANSI/ASME A17.1-2016 and Governing CODES.

### **3.4 ADJUSTING**

- A. Adjust elevators for proper operation in accordance with manufacturer/installer's instructions.
- B. Adjust elevators for smooth acceleration and deceleration of car so not to cause passenger discomfort.
- C. Adjust doors to prevent opening of doors at landing on corridor side, unless car is at rest at that landing, or is in leveling zone and stopping at that landing.
- D. Adjust automatic floor leveling feature at each floor to within 1/8 inch of landing.
- E. Repair damages to finish in accordance with manufacturer/installer's instructions and as approved by "**PROJECT ADMINISTRATOR**".

- F. Remove and replace damaged components that cannot be successfully repaired as determined by “PROJECT ADMINISTRATOR”.

### 3.5 CLEANING

- A. Clean elevators promptly after installation in accordance with manufacturer/installer’s instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

### 3.6 PROTECTION

- A. Protect installed elevators from damage during construction in accordance with the negotiated temporary use agreement between “OWNER” and manufacturer’s installer.

### 3.7 FINAL INSPECTIONS AND TESTS: as follows:

- A. **FINAL INSPECTION & TESTS:** Final inspection and tests **shall** be performed as follows:  
**TEST NOTIFICATION:** When the elevator work included in the contract is fully complete. Prior to scheduling final inspections and tests, a minimum of 72 hours written notification, shall be given by the **CONTRACTOR** to the **Project Administrator**, that elevator is ready for final inspection and tests. A LA-SFM Certified Elevator Inspector to coordinate the **Final Acceptance** inspections and tests with the **CONTRACTOR**. The **CONTRACTOR shall** be fully responsible and capable to perform all tests and demonstrate the proper operation of all parts and provisions of the equipment in accordance with CODE and the technical specifications in this **RFP**.
- B. **CONTRACTOR shall** prove to the satisfaction of **Project Administrator** and the Elevator Inspector that the elevators, as installed, comply with the requirements of this specification and all applicable requirements of ASME A17.1 – 2016.
- C. **INSPECTION PROCEDURE:**  
Perform acceptance inspections and tests in accordance with ASME A17.1 – 8.10.2. The inspection procedure outlined in ASME A17.2 - 2020 **shall** form a part of the final inspection.
- D. **DEMONSTRATION: CONTRACTOR shall** demonstrate that the performance of the elevator(s) as specified has been provided.
- E. **TESTING MATERIALS AND INSTRUMENTS:** The **CONTRACTOR shall** furnish all test instruments, gauges and material required for final inspection, Including standard 50-pound test weights, an insulation breakdown "Megohm" 600 volt, alternating current voltmeter and amp-meter, three (03) Celsius calibrated thermometers, spirit level, stopwatch, and a direct reading tachometer.
- F. **DIAGNOSTIC TESTING DEVICE:** Diagnostic testing device or maintenance terminal suitable for all trouble shooting procedures related to the specific type of microprocessor controls and drives installed on this project **shall** be provided. This diagnostic testing devices and/or maintenance terminals **shall** be demonstrated and tested during final testing of the elevator installation. A series of not less than (10) TEN simulated malfunctions **shall** be diagnosed properly by the device. A period of at least (2) TWO hours **shall** be dedicated to the instruction of its use to the “OWNER” or his representative.
  1. After successful testing of the diagnostic device in conjunction with the microprocessor controls, the testing device(s) **shall** become the property of the “OWNER.”
  2. The diagnostic testing device(s) **shall** be equipment to **be FULLY** maintained by the **Elevator Contractor** under contract with the “OWNER.”
  3. **CONTRACTOR shall** provide Password or Code to access control equipment and drives to the **Project Administrator**.
  4. The **CONTRACTOR** of this modernization project **shall** agree to program or reprogram, refresh, and upgrade any software during the life of the elevator equipment as needed at no additional cost to the **Owner**, regardless of the Elevator Maintenance Contractor. The “OWNER” requires built-in diagnostic tools and software that does not expire or need periodic refreshing. Built-in diagnostics for the door operator, SCR Drives, Selector and microprocessor controller that communicate with all non-proprietary equipment is the intent of this specification and the “OWNER”.

5. The elevator control system **shall** incorporate a built-in remote diagnostic module to relay the constant status of the elevator and control system to a 24-hour 7-days a week central monitoring facility. The remote monitoring device **shall** be capable of transmitting information on the current status of the elevator, including any malfunction, system error or shutdown.
6. As-Built Drawings that provide current factual information including deviations from, and amendments to the drawings and changes in the work, concealed and visible **shall** be submitted to the Project Administrator.

**3.8 FINAL ACCEPTANCE INSPECTION:** In addition to any other tests, perform the following tests at the time of the final inspection, as follows:

- A. **TEST PERIOD:** Subject elevator to a test for a period of one-hour continuous run, with specified rated load in the car. During the test run, the car **shall** be stopped at all floors in both directions of travel for a standing period of 5-seconds per floor. Provide a manual test of the final limits (up and down over travel). No component will be permitted to fail.
- B. **SPEED LOAD TEST:** Determine the actual speed of the elevator car, in both directions of travel with the rated load and with no load in the elevator car. Make speed tests before the rated - load test run and also after the rated load test run. Determine speed by applying a tachometer. The actual measured speed of the elevator car with the rated load in the up and down direction **shall** be within 5 percent of the rated contract speed. The maximum difference in actual measured speeds obtained under the various conditions outlined **shall** not exceed 5 percent of the total difference between the "UP" and "DOWN" directions.
- C. **CAR LEVELING TESTS:** Test elevator car leveling devices for accuracy of landing at all floors with no load in the car, symmetrical load in the car, and with the rated load in the car in both directions of travel. Determine accuracy of floor landing both before and after the rated full-load run test. Measure leveling tolerances, using an 1800 mm straightedge laid flat on higher of two surfaces, **shall** be plus or minus 1/8 inch under ever rated loading condition.
- D. **INSULATION RESISTANCE TESTS:** Complete wiring systems of the elevator **shall** be free from short circuits and grounds. The insulation resistance **shall** be determined by use of a "Me-ohm Meter". Conductors **shall** have an insulation resistance of not less than one meg-ohm between each conductor and all other conductors
- E. **TEMPERATURE RISE TESTS:** Determine temperature rise of drive machine, drive motor and controller, during the full-load test run for a minimum of one hour. Under these conditions the temperature rise of the equipment **shall** not exceed 55 degrees C. above ambient temperature. Start the test only when all parts of the equipment are within 5 degrees C of the ambient temperature, at the time of starting the tests.
- F. **RECORDS:** The **CONTRACTOR shall** provide on-site records of each inspection and test performed throughout the life of the contract.

### 3.9 ACCEPTANCE REVIEW AND TESTS

- A. Review procedure **shall** apply for all elevators completed, accepted, and placed into operation.
- B. **CONTRACTOR shall** perform review and evaluation of all aspects of the work prior to requesting **Project Administrator's** final review. Work **shall** be considered ready for final contract compliance review when all **CONTRACTOR'S** tests are complete and all elements of work or a designated portion thereof are in place and elevator, or groups of elevators are deemed ready for service as intended.
- C. Furnish materials, and equipment necessary for the **Project Administrators** review. Notify **Project Administrator** a minimum of (3) three working days in advance when ready for final review of elevators.
- D. **Project Administrator** written list of observed deficiencies of materials, equipment, and operating systems will be submitted to **CONTRACTOR** for corrective action. **Project Administrator** review **shall** include as a minimum:
  1. **Workmanship** and equipment compliance with the "RFB" and Contract Documents.
  2. **Contract speed**, capacity, floor-to-floor, and door performance comply with "RFB" and Contract Documents
- E. **Performance** of following is satisfactory:
  1. Starting, accelerating, running
  2. Decelerating, stopping accuracy
  3. Door operation and closing force
  4. Equipment noise levels



5. Signal fixture utility
6. Overall ride quality
7. Performance of door control devices
8. Operations of emergency two-way communication device
9. Operations of firefighters' service

**F. Test Results:**

1. In all test conditions obtain specified contract speed, performance times, and stopping accuracy without re-leveling, and ride quality to satisfaction of the **Project Administrator**. Tests **shall** be conducted under both no load and full load condition.
2. Temperature rise in motor windings limited to 50° Celsius above ambient. A full- capacity one (1) hour running test, stopping at each floor for ten (10) seconds in up and down directions, may be required.

**3.10 DEFECTIVE ELEVATOR WORK**

- A. Operation or control system failures; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; the need for excessive maintenance, abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

**3.11 RE-INSPECTION:**

- A. If any equipment is found to be damaged or defective, or if the performance of the elevator does not conform with the requirements of these specifications or the Elevator Safety CODE, NO certificate of approval **shall** be issued, until all defects have been corrected. When non-conforming items, parts, test failures, defects, repairs and adjustments have been completed and the discrepancies corrected, the **Project Administrator shall** be notified, and the elevator will be reinspected at the manufacturer/installer's expense. Do not use a rejected elevator until it has been re inspected and approved.

**3.12 DOCUMENTS and ITEMS TO BE IN POSSESSION OF THE PROJECT ADMINISTRATOR UPON FINAL ACCEPTANCE TESTING OF THE ELEVATOR.**

- A. Provide (5) sets of keys (OR SPECIFIED NUMBER) for firefighter's service, hoistway access, in car stop switch, fan, light switch, independent service, operating panel, and any other keys that pertain to the operation of the elevator. Specification Requirements.
- B. Provide warranties, instruction manuals, instruction books, "OWNER'S" instructions, diagnostic tools th instructions, up to date schematics and prints to the Project Administrator. Specification Requirements and ANSI/ASME A17.1 (Elevator Safety Code) and NFPA 70 (National Electrical Code).
- C. Provide manufacturer's maintenance plan and schedule for routine preventative maintenance, inspections, periodic tests, adjustments and call back services required to ensure proper and economical operation and to minimize corrective maintenance and repairs. Specification Requirements and ANSI/ASME. A17.1-8.6.1.2.1(a)
- D. Provide a trouble shooting guide and diagnostic techniques, including step-by-step procedures to promptly isolate cause of typical malfunctions. Describe clearly why check-out is performed and what conditions are to be sought. Identify tests or inspection and test equipment required to determine whether parts and equipment may be re used or required replacement. Specification Requirements.
- E. Provide (3) complete sets of field wiring and straight-line wiring diagrams showings all electronic circuits of all elevator equipment, in the hoistway, as well as the controller and drive. The diagrams shall be supplied on 8-1/2" x 11" sheets and **shall** be prepared using elevator industry standard wiring diagram symbols and drafting techniques. Diagrams and schematics **shall** be delivered to the Project Administrator within 30 days of final acceptance ON A FLASH DRIVE IN PDF FORMAT. Specification requirements and ANSI/ASME A17.1 - 8.6.1.6.3(a)



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

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **01/10/2024 at 2:00 PM** CST in Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

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

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

**2023-30-7830 City Hall Elevator Modernization and Upgrade**

As set forth in the following Contract Documents:

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

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

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

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about the second quarter (May or June) of 2024 and through the second quarter (April 2025) **shall** be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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

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

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

---

(SIGNATURE)

---

(Typed Name and Title)

**ATTACHMENT B-1**

<b>Engineering and Technical Estimated Quantities Cost Project # 2023-30-7830</b>				
	<b>Company Name</b>	<b>% of Work</b>	<b>Equipment Cost</b>	<b>Cost</b>
1	Elevator Contractor Engineering Department	4%	Demolition -Removal of Equipment	
2	Elevator Contractor	5.23%	Engineering and Technical Submittal by Contractor	
3	General Contractor	7.16%	Hoistway Prep-Fire Rating of Hoistway (HW)	
4	Elevator Contractor	16.81%	Microprocessor Controller SCR Drive, Encoder, Selector, Overspeed Governor, Unintended Movement Device	
5	Elevator Contractor	11.46%	Hoistway equipment: Hoist Ropes, Governor Rope, Tail Sheaves, Hoistway Door Equipment and Accessories, Selector Equipment	
6	Elevator Contractor	2.17%	Pit Area and Equipment: Oil buffers, Sump Pump, Electrical switches, Waterproofing Pit, Automatic Sump Pump	
7	Elevator Contractor	9.20%	Cab: Ceiling Down Lights, Car Operating Panel, Directional Lanterns, ADA Two -Way Communication, Fail Safe Electronic Door Protection, Door Panels	
8	Elevator Contractor	11.01%	Outside Hoistway: Fixtures and Call Buttons and associated wiring, PHASE I Fire Service, Emergency Access, Inspection Switches	
9	Elevator Contractor	10.90%	Car-Top Upgrades: Roller Guides, Inspection Station, Switches and associated wiring, Safety Railing, Linear Door Operator, Restricted Opening Devices	
10	Electrical Contractor	4.23%	Electrical: Hoistway and Machine Room (MR) Wiring, Machine Room and Pit Lighting, Main Line Shunt Trip Disconnect, 110v AC Disconnect Switch	
11	Electrical Motor Repair Shop	4.67%	DC Motor Repair	
12	Elevator Contractor	4.80%	Travel and Communication Cables	
13	Alarm Company Contractor	8%	Smoke and Heat Detectors	
<b>Total Project Cost</b>		<b>100%</b>		

# ATTACHMENT B-2 BIDDER'S ORGANIZATION

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

**BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A CORPORATION**

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

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

**ATTACHMENT B-3  
CORPORATE RESOLUTION**

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

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**  
**City Hall Elevator Modernization and Upgrade**



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

**A. General Liability Insurance**

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

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

**B. Automobile Liability Insurance**

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

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

**C. Worker Compensation and Employers Liability Insurance**

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

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

**D. Excess Umbrella Liability Coverage**

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

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

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

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

**G.** The Certificate Holder should be shown as:

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

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

# ATTACHMENT D Federal Terms and Conditions

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE



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

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

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

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

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

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

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

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

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

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

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

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



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

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR **shall** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **shall** apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

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

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

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

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

- c. THE CONTRACTOR **shall** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subcontractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subcontractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action **shall** include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision **shall** not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.

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

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

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

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

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

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

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

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

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics **shall** require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) **shall** upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Subcontracts. The contractor or subcontractor **shall** insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor **shall** be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

**ATTACHMENT E  
SAMPLE AGREEMENT**

This Agreement made and entered into at Baton Rouge, Louisiana, effective this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE** hereinafter called

"Owner", and **CONTRACTOR NAME**, hereinafter called "Contractor".

The Contractor **shall** perform all work required by the Contract Documents for:

**CITY HALL ELEVATOR MODERNIZATION AND UPGRADE  
222 ST. LOUIS ST., BATON ROUGE, LA 70821  
PROJECT NO. 2023-30-7830**

**CONTRACT TIME:**

The entire contract **shall** be completed in all details and ready for final acceptance within **Three hundred sixty-five (365) calendar days** after date stipulated in the Notice to Proceed. Time is of the essence of the contract and the Notice to Proceed will be issued promptly. Contract time extensions will only be allowed in accordance with the provisions in the Contract Documents.

**FAILURE TO COMPLETE WORK ON TIME:**

Should the Contractor fail to complete the work within the contract time specified, as extended, Contractor **shall** pay liquidated damages in the amount of five hundred and fifty-one dollars, \$551 per calendar day which **shall** be assessed by the City of Baton Rouge against the Contractor in accordance with the Contract Documents.

**INTERPRETATIONS OF CONTRACT PROVISIONS:**

The interpretations of the provisions of this contract by the Director, Department of Buildings and Grounds **shall** be binding upon both parties hereto.

**CONTRACT PRICE:**

The amount to be paid to the Contractor by the Owner for completion of all work hereunder is a lump sum of: **WRITTEN OUT AMOUNT (\$0.00)** Contract price is firm and subject only to modification by written change order agreed to by both parties.

**PAYMENT:**

The Owner will make partial or progress payments less applicable retainage, based upon monthly estimates, which exceed \$5,000 on or about the 10th day of the following month in accordance with the Contract Documents.

Upon satisfactory completion and acceptance of the work, the Owner will make final payment in accordance with provisions of the Contract Documents.

**RIGHT TO AUDIT CLAUSE:**

The Contractor **shall** permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

**INSURANCE, INDEMNITY AND LEGAL REGULATIONS:**

Insurance, indemnity requirements and legal regulations **shall** conform to those stated in the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement effective as of the date first written above.

**WITNESSES:**

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**  
\_\_\_\_\_  
Owner

By

\_\_\_\_\_  
Paul Narcisse, Director of Purchasing  
Sharon Weston Broome, Mayor-President

\_\_\_\_\_  
**CONTRACTOR NAME (Signed)**

\_\_\_\_\_  
**CONTRACTOR NAME (Typed / Printed)**

\_\_\_\_\_  
**CONTRACTOR TITLE (Typed / Printed)**

**ATTACHMENT F  
PERFORMANCE AND PAYMENT BOND**

That we, the undersigned \_\_\_\_\_ as principal, hereinafter referred to as "Contractor" and \_\_\_\_\_, duly authorized to transact business in the State of Louisiana as surety, are held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that whereas, the Contractor by an instrument in writing attached hereto and bearing date of \_\_\_\_\_, 20\_\_\_\_ has agreed with said Owner to furnish labor, materials, tools and equipment for:

\_\_\_\_\_ shown on plans and specified thereby and in the specifications, proposals and agreement forming the contract documents thereto attached.

**NOW THEREFORE**, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction of the Owner, perform and complete the work required and shall pay all costs, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or the work, or the specifications.

**PROVIDED FURTHER**, That if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors or his, their, or its subcontractors in performance of the work contract to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

IN WITNESS WHEREOF, Said Principal and Surety have hereunto set their hands and seals this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**CONTRACTOR(BIDDER)**

**SURETY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Address)

**ATTACHMENT G  
AFFIDAVIT**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared:

\_\_\_\_\_

who, being first duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_

receiving value for services rendered in connection with

**CITY HALL ELEVATOR MODERNIZATION AND UPGRADE  
222 ST. LOUIS ST., BATON ROUGE, LA 70821  
PROJECT NO. 2023-30-7830**

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

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

\_\_\_\_\_  
Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Baton Rouge, Louisiana.

\_\_\_\_\_  
**NOTARY PUBLIC**



**ATTACHMENT H**  
**SPECIAL PROVISIONS**

**1. NOTICE TO BIDDERS**

For Individual Bids (Quotations) totaling \$25,000 and greater, the following shall apply:

- a. A Performance and Payment Bond will be required for the contract.
- b. The Contract shall be approved by the Metropolitan Council.
- c. The Contract shall be recorded with the Recorder of Mortgages.
- d. Retainage shall be withheld until receipt of a clear lien certificate following the 45-day lien period after the Metropolitan Council has approved final acceptance of the Contract.

The above requirements do not apply to individual quotations less than \$25,000.00

**2. EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS AND SITE OF WORK**

Before preparing his bid, each bidder is expected to make a field examination of the proposed work and to fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders should thoroughly examine and be familiar with the Plans, Specifications and Contract Documents.

Submission of a bid shall be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, project specifications and documents.

**3. PROPOSAL GUARANTY**

Each proposal must be accompanied by a certified check, cashier's check or bid bond acceptable to the City-Parish in an amount equal to at least 5% of the proposal, payable without condition to the City-Parish as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in a manner and form required by the contract documents and will furnish good and sufficient bond for faithful performance of the same.

When a bid bond is used, it shall be written by a surety company currently qualified to do business in Louisiana and currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company currently qualified to do business in Louisiana with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

**4. SURETY BOND**

Prior to execution of the contract, the contractor shall file with the Purchasing Director a surety bond on a form provided or approved by the City Parish. The contractor shall pay all costs therefore.

The bond shall be written by a surety company qualified to do business in Louisiana and on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company qualified to do business in Louisiana with at least an A- rating in the latest printing of A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in A.M. Best's Key Rating Guide.

The bond shall be in effect at 100% of the contract amount until completion of the 1-year warranty period specified and until all claims for materials and labor are paid, subject to local ordinances and state lien laws.

The bond shall be so conditioned as to assure performance by the contractor of all work under said contract within the time limit prescribed in a manner satisfactory to the City-Parish; that materials and workmanship will be free from defects; and that should defects appear prior to completion of the 1-year warranty period specified in Subsection 4-6, the contractor shall make good such defects and make all replacements and adjustments required within a reasonable time after being notified by the Department to do so.

Should any surety become insufficient, the contractor shall renew said bond with good and sufficient sureties within 10 days after receiving notice from the City-Parish.

#### **5. AWARD AND EXECUTION OF CONTRACT**

A total bid or quotation of \$152,550.00 (or most recent level set by the State of Louisiana) and under will be considered a quotation and is not within the purview of the Public Bid Law (LA RS 38:2212 et.seq). It is the City-Parish's intent to obtain fair and competitive quotations. However, the City-Parish specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, to accept the quotation which is in the best interest of the City-Parish, and to reject all quotations if that is in the best interest of the City-Parish.

#### **6. CONTROL OF WORK - SUPERVISION AND INSPECTION AUTHORITY OF ARCHITECT/ENGINEER**

The architect/engineer will have the authority to suspend the work wholly or in part due to the failure of the contractor to carry out provisions of this contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any condition or reason deemed to be in the public interest.

Note: Contract is on a calendar basis.

The Contractor shall ask for adverse weather days within fifteen (15) days of date adverse weather occurred. The contractor's request shall be considered only for days over the allowable number of days stated above, and there shall be no cost associated with weather delays.

#### **7. REQUIREMENTS FOR THIS RFP**

All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contacts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. If required for bidding, Contractors must hold an active license issued by the Louisiana State Licensing Board for Asbestos Removal and Abatement and must show their license number on the front page of the request for quotation.

In accordance with RS 37:2150-2192, on any bid for a commercial project submitted in the amount of fifty thousand dollars (\$50,000) or (\$1) one dollar or more, for **CITY HALL**, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical, the contractor shall certify licensure under R.S. 37:2150-2192 and show the license number where indicated.

- a. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
- b. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
- c. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
- d. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
- e. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
- f. Quotes: unless otherwise specified, a lump sum quote is requested for the work in the specifications.
- g. Permits, Licenses and Laws: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
- h. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- i. Contractor shall furnish insurance as required on the attached sheet.

**ATTACHMENT I**

**SEBE Forms and Procedures**

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

**Form 1**

**EBE Responsiveness Form**

**INSTRUCTIONS**

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

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

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

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

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

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

**Form 1**  
**EBE Responsiveness Form**

EBRP Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_

EBE Contract Goal: \_\_\_\_\_%

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

**TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:**

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

	%	%
<b>Enter Total Bid Amount</b>	<b>Total Must Equal 100%</b>	<b>Total EBE Participation</b>
\$	%	%

**TOTAL VALUE OF PARTICIPATION:**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Form 1 EBE Responsiveness Form Continuation Page 1**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
FIRM ROLE <i>(Prime, sub-contractor, manufacturer, supplier, etc.)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				0%	
				0%	
				0%	
				0%	
				0%	
				0%	
				0%	
				0%	
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				0%	
				0%	

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

**TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 1:**

Total % Value of Work Purchases	Total EBE Participation
%	%





## BATON ROUGE AND PARISH OF EAST BATON ROUGE

### Form 2

### Good Faith Efforts

#### INSTRUCTIONS:

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

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

- A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.
- C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. Negotiating in good faith with interested EBEs. It is the Contractor's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.
- E. A Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including EBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using EBEs is not in itself sufficient reason for a Contractor's failure to meet the contract EBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from EBEs if the price difference is excessive or unreasonable.
- F. Not rejecting EBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the EBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy contract goals.

- G. Contractor's inability to find a replacement EBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original EBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement EBE, and it is not a sound basis for rejecting a prospective replacement EBE's reasonable quote.
- H. Making efforts to assist interested EBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - I. Making efforts to assist interested EBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - J. Effectively using the services of available minority/women/veteran community organizations; minority/women/veteran contractors' groups; local, State, and Federal minority/women/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of EBEs.

**Form 2  
Good Faith Efforts**

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

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

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

PRIME FIRM INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

Prime Firm's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Subcontractor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Project Manager Representative/Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**EBRP Project Manager or SEDBELO has reviewed this form.**

SEDBELO's or Authorized Owner's Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_