

# Request for Proposal



**Solicitation No.: 2023-32-1200**

**LEED CERTIFIED JANITORIAL SERVICES  
FOR EAST BATON ROUGE PARISH  
MAIN LIBRARY AT GOODWOOD (LABOR ONLY)**

**RFP Opening Date: February 21, 2024, at 2:00 PM, CST**

**City of Baton Rouge/Parish of East Baton Rouge**

**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

for

## LEED CERTIFIED JANITORIAL SERVICES FOR EAST BATON ROUGE PARISH MAIN LIBRARY AT GOODWOOD (LABOR ONLY)

### **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Background**

The City of Baton Rouge and Parish of East Baton Rouge (City-Parish) of Louisiana, a consolidated government entity, is accepting written proposals from qualified vendors for **LEED CERTIFIED Janitorial Services for EBR Main Library at Goodwood (Labor Only)**. The EBR Main Library at Goodwood is located at 7711 Goodwood Boulevard, Baton Rouge, LA 70806. As the capital city of Louisiana, Baton Rouge is a vibrant and culturally rich community, located in the southeastern region of the state. Serving a population of over 450,000 people, the City-Parish is not only the most populous parish in Louisiana but also a central hub of diverse culture and historical significance. Home to an expansive medical corridor, impressive higher education institutions and many other major economic players, Baton Rouge is the economic engine of the state. The City-Parish's unique blend of backgrounds, coupled with its status as an economic and political center, results in a diverse array of public services and functions that require a robust and flexible workforce.

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

##### **1.1.1 Purpose**

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the EBR Main Library ("City-Parish") is accepting written proposals for LEED Certified Janitorial Services EBR Main Library at Goodwood (Labor Only). Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

The EBR Main Library at Goodwood is owned and operated by the City of Baton Rouge/Parish of East Baton Rouge.

**GENERAL:** It is the intent of this RFP to establish prices for an all-inclusive **LEED CERTIFIED** Janitorial Service contract for the EBR Main Library at Goodwood located at 7711 Goodwood Boulevard, Baton Rouge, LA 70806. The square footage to be cleaned (not including the parking lot) is approximately 129,000 sq. ft. It should be noted that the overall square footage to be cleaned does not necessarily add up to the breakdown of the floor type square footages specified herein. The square footages do not include stairwells, etc.

#### **NO SMOKING IN OR ON THE LIBRARY GROUNDS IS ALLOWED.**

The Services being provided through this contract are considered "Green Cleaning" which means to help reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment. Refer to East Baton Rouge Parish Library LEED Green Cleaning Policy Document made a part of this Request for Proposal for further details and requirements.

## 1.1.2 Goals and Objectives

### Goals of the Custodial Services Program

The goals for the Custodial Services Program are as follows:

- Consistently maintain the EBR Main Library at Goodwood at the highest level of appearance, cleanliness, sanitation, and safety.
- Use state of the art techniques and equipment to maintain the integrity of the EBR Main Library at Goodwood, with public health being the most critical priority.
- Provide high levels of custodial service to customers, and employees with an emphasis on customer service.
- Provide professional services in a fiscally responsible manner.
  
- Cybersecurity Training Requirement: Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

**LEED REQUIREMENTS: LEED CERTIFICATION OF ALL JANITORIAL STAFF ASSOCIATED WITH THIS CONTRACT IS REQUIRED.** Contractor should refer to the attached Green Cleaning Policy and High Performance Cleaning Program for requirements related to our LEED Certification.

All janitorial staff assigned to this location must have received Green Cleaning Training in accordance with the Library's Green Cleaning Policy, by an authorized trainer. Janitorial staff should also receive training on chemical dilution, storage, and disposal, and appropriate equipment use. LEED training is the responsibility of the Contractor, as well as keeping up with all required documentation as described in the request for proposal throughout the contract term.

*Successful contractor must provide documentation of LEED employee training within fourteen (14) days of the date of award, if not provided with RFP submittal.*

Documentation of training and procedures, at a minimum, should include sign-in sheets with a copy of the training material. Annual training logs should be kept by the contractor and submitted to the Library upon request. Contractor shall also provide documentation of floor maintenance, including floor care logs and carpet care logs. Floor care logs should include the number of coats of floor finish applied as base and top coats, relevant maintenance and restoration practices, and dates of both hard floors and carpets.

## 1.2 Definitions

- A. Shall – The term "shall" denotes mandatory requirements.
- B. Must – The terms "must" denotes mandatory requirements.
- C. May – The term "may" denotes an advisory or permissible action.
- D. Should – The term "should" denotes desirable.
- E. Contractor – means successful offer or who enters into a binding, written agreement.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

- G. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing.
- J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

**1.3 Schedule of Events**

<b>Item</b>	<b>Anticipated Schedule</b>
RFP Issued	01/09/2024
Mandatory Pre-Proposal Meeting & Mandatory Job Site Visit	01/30/2024 @ 1:00 PM CST
Deadline to Receive Written Inquiries	02/07/2024 @ 5:00 PM CST
Deadline to Answer Written Inquiries	02/14/2024 @ 5:00 PM CST
Proposal Opening Date (deadline for submitting proposals)	02/21/2024 @ 2:00 PM CST
Notice of Down Selection	02/26/2024
Oral Discussions with Proposers (To be scheduled if City-Parish determines necessity)	N/A
Notice of Award	03/22/2024 (Estimated Award Date)
Contract Initiation	04/01/2024 Q2 2024 (Estimated Contract Beginning Date)

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

**Mandatory Pre-Proposal Conference & Mandatory Job Site Visits:**

**When: January 30, 2024**  
**Time: 1 PM**  
**Location: East Baton Rouge Main Library**  
**7711 Goodwood Boulevard**  
**Baton Rouge, LA 70806**  
**Contact: Rhonda Pinsonat (for directions and concerning Pre-Proposal Conference/Job Site Visits only)**  
**Phone: 225-231-3705**

The mandatory job site visit will begin immediately following the pre-proposal conference on January 30, 2024. Only companies represented at the pre-proposer conference AND job site visit shall be considered for award through this Request for Proposal.

Vendor sign-in forms must be signed before leaving facility. It will be the responsibility of the proposer to ensure that a representative from their company signs the attendance sheets at pre-proposal conference and at job site visit location. Failure to attend pre-proposal conference and mandatory job site visit will cause your proposal to be deemed non-responsive.

Questions regarding the pre-proposal conference or job site visit may be directed to Rhonda Pinsonat at 225-231- 3705.

Attendance at the pre-proposal meeting is required to receive an award for this project.

#### 1.4 Proposal Submittal

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

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

Proposal Name: **LEED CERTIFIED JANITORIAL SERVICES FOR EAST BATON ROUGE PARISH MAIN LIBRARY AT GOODWOOD (LABOR ONLY)**

Solicitation No.: **Solicitation No: 2023-32-1200**

Proposal Opening Date & Time: **February 21, 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.

Any questions concerning the scope of work or submittal process should be in writing and directed to Lori Foreman at the address noted above or emailed to [321200Librjanitorial@brla.gov](mailto:321200Librjanitorial@brla.gov). Any questions must be submitted no later than 5:00 p.m. (CST), on February 7, 2024. All questions will be responded to in writing or via addendum no later than 5:00 p.m. (CST), February 14, 2024.

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

#### 1.5 Proposal Response Format

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. Additional facts and information other than those listed below may be included if it will help to highlight your company's qualifications and experience Responses should effectively demonstrate the Proposer's capability to complete the Scope of Services outlined in a meaningful and innovative manner, while adhering to the required timeline.

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

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

#### **Table of Contents**

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

#### **Cover Letter**

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

#### **Technical Proposal**

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



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

- **Operational Plan**
  - Provide a statement of the Proposer's understanding of the services required under the Scope of Work and a narrative description of the proposed approach to the scope
  - Daily Cleaning Program - Describe the process of cleaning the Proposer would provide to meet the required scope of work
  - Provide a detailed narrative of all training programs provided to employees and supervisors. Include a detailed statement of your company's commitment to the safety of your employees, Library employees, and the general public. Include a description of any safety awareness and incentive programs you provide. Describe your company's method of record keeping for employee training on OSHA, Blood Borne Pathogens, and other required safety programs. Include the frequency of each training program and all documentation processes.
  - Provide a detailed statement of your company's commitment to Customer Service training and how you will ensure all your employees understand and provide outstanding Customer Relations
  
- **Staffing Plan - Please illustrate how the proposed location will be managed:**
  - Provide a detailed narrative of the Proposer's transition plan for the assumption of Services at the EBR Main Library Include a description of the type of support the transition teams will have, the timelines involved, and how hiring and training will be implemented.
  - Describe the level of experience of the management team.
  - Provide a detailed narrative of how Proposer employees will be scheduled for shifts, including for lunch and other breaks, to ensure necessary coverage from 6 am – 12 am, seven days per week, with no gaps in regular service activity.
  - Submit an organization chart of Proposer personnel for positions including, but not limited to, Management, Supervisors, and Line Staff. Include a description of the specific tasks each position will perform and the estimated number of each position necessary to complete the Services.
  - Provide a detailed narrative describing how your company plans to control employee turnover. Describe employee retention incentives and appreciation programs.
  
- **Expertise and Qualifications:** Provide resumes summarizing the qualifications and experience of the members of the team who will be performing the services. Explicitly demonstrate the vendor's expertise, years of experience and qualifications of the proposed personnel, focusing on credentials, experiences, and abilities related to Janitorial Services and/or related job specifications. Describe the Proposer's specific experience with the ownership, management, and operation of Janitorial Services Operations. The narrative shall describe the company's qualifications to perform the scope of services, including past relevant experience and at least three (3) client references, with contact names and information.
  - Describe your company's experience working with other clients involving the size and level of the complexity of the proposed scope of services. Must include the type and number of years' experience providing custodial services.

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

**Financial Proposal**

- Include the total cost for the entire scope of work and services provided. (see Attachment A). The total costs should be broken out into cost related to each task and should encompass all anticipated hours and expenses necessary to fulfill the project requirements.
- Financial Consideration – Provide a **TOTAL EXTENDED PRICE (ITEMS 1-10) ON ATTACHMENT B-1.**
- Prices proposed shall be firm.
- The total costs proposed by the Proposers should be submitted in Attachment B-1.
- If needed, the Proposer may provide a brief pricing narrative along with the **TOTAL EXTENDED PRICE (ITEMS 1-10)** as provided in Attachment B-1.
- The Proposer will not be reimbursed for any travel, per diem, photocopying or other related expenses unless specifically requested in writing by the City-Parish.

**1.5.1 Number of Response Copies**

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

### 1.5.2 Legibility/Clarity

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

### 1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Mandatory Pre-Proposal Meeting**

#### **Mandatory Pre-Proposal Conference & Mandatory Job Site Visits:**

**When: January 30, 2024**

**Time: 1 PM**

**Location: East Baton Rouge Main Library**

**7711 Goodwood Bpulevard**

**Baton Rouge, LA 70806**

**Contact: Rhonda Pinsonat (for directions and concerning Pre-Proposal Conference/Job Site Visits only)**

**Phone: 225-231-3705**

#### **Mandatory Job Site Visit:**

The mandatory job site visit will begin immediately following the pre-proposal conference on January 30, 2024. Only companies represented at the pre-proposal conference AND job site visit shall be considered for award through this Request for Proposal.

Vendor sign-in forms must be signed before leaving facility. It will be the responsibility of the proposer to ensure that a representative from their company signs the attendance sheets at pre-proposal conference and at job site visit location. Failure to attend pre-proposal conference and mandatory job site visit will cause your proposal to be deemed non-responsive.

Questions regarding the pre-proposal conference or job site visit may be directed to Rhonda Pinsonat at 225-231- 3705.

**Attendance at the pre-proposal meeting is required to receive an award for this project.** (See Section 1.3 –Schedule of Events)

### **1.7.2 Proposer Inquiry Period**

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

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

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

\*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. Central Bidding site: <http://www.centrauctionhouse.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: [321200Librarianitorial@brla.gov](mailto:321200Librarianitorial@brla.gov)  
Phone: (225) 389-3259

#### **1.8 Errors and Omissions in Proposal**

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

#### **1.9 Proposal Guarantee (not required for this RFP)**

#### **1.10 Performance Bond (not required for this RFP)**

#### **1.11 Changes, Addenda, Withdrawals**

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

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

#### **1.12 Withdrawal of Proposal**

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

#### **1.13 Material in the RFP**

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

#### **1.14 Waiver of Administrative Informalities**

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

#### **1.15 Proposal Rejection**

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

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

#### **1.16 Ownership of Proposal**

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

#### **1.17 Cost of Offer Preparation**

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

#### **1.18 Non-negotiable Contract Terms**

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

#### **1.19 Taxes**

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

## **1.20 Proposal Validity**

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

## **1.21 Prime Contractor Responsibilities**

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

### **1.21.1 Corporation Requirements**

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

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

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

## **1.22 Use of Subcontractors**

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

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

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

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

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

## **1.24 Acceptance of Proposal Content**

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

## **1.25 Evaluation and Selection (see Part III Evaluation)**

### **1.26 Contract Negotiations**

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

### **1.27 Contract Award and Execution**

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

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

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

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

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

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

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer. The awardee must register in Vendor Self-Service (VSS) of the City of Baton Rouge, Parish of East Baton Rouge's Enterprise Resource Planning (ERP) system via Munis. VSS replaced the legacy vendor database and is used by all departments and agencies citywide. Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications. New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-SelfService-Registration-Guide-PDFide>.



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

#### **1.29 Debriefings**

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to [321200Librarianitorial@brla.gov](mailto:321200Librarianitorial@brla.gov) to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

#### **1.30 Insurance Requirements**

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

#### **1.31 Subcontractor Insurance**

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

#### **1.32 Indemnification**

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

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

#### **1.33 Fidelity Bond Requirements (not required for this RFP)**

#### **1.34 Payment for Services**

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

#### **1.35 Termination**

**1.35.1 Termination of this Agreement for Cause** – The City-Parish may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided

that the City-Parish shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

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

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

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

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

#### **1.36 Assignment**

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

#### **1.37 No Guarantee of Quantities**

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

#### **1.38 Audit of Records**

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

#### **1.39 Civil Rights Compliance**

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

#### **1.40 Record Retention**

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

#### **1.41 Record Ownership**

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

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

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

#### **1.43 Contract Changes**

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

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

#### **1.44 Substitution of Personnel**

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

#### **1.45 Governing Law**

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

#### **1.46 Claims or Controversies**

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

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

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

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

administrative remedy available to the protesting bidder.

#### **1.47 Proposer's Certification of No Suspension or Debarment**

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

A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](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 (April-June)** 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 Attachment B-1, accompanied by the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes City-Parish to consider for proposed services. Prices shall include delivery of all services.

### **2.4 Deliverables**

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

### **2.5 Location**

The proposed services must be performed with in-person attendance at the EBR Main Library at Goodwood.

### **2.6 Proposal Elements**

#### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP LEED CERTIFIED Janitorial Services for EBR Main Library at Goodwood that you wish the City-Parish to consider.

#### **2.6.2 Technical**

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

- Firm's capacity to address the City-Parish's scope of work.
- Demonstration of the firm's prior experience in providing janitorial services.
- Proposed Strategy of the firm in representing the City-Parish in conducting the

job specification.

- Capability and qualification of the proposed personnel.

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

### **PART III EVALUATION**

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

The contract for this project will be awarded through a qualifications based selection process. This process shall consist of evaluation of the proposals. All proposals will be reviewed by a "Selection Committee". From the submitted proposals, one finalist will be selected. After successful contract negotiations, the selected firm will then be presented to the City-Parish Metropolitan Council for authorization to enter into a contract.

#### **The selection process shall be as follows:**

- o A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criteria outlined in this RFP. The Selection Committee may recommend a Proposer based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may contact any references provided by proposers. The Selection Committee will review all submittals, evaluate required criteria, and rank the proposing Proposers based on the selection criteria listed below.

- o The Selection Committee reserves the right to make a recommendation based solely upon the submittals received.

- o Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Proposer. The Selection Committee will rank the Proposers based on the overall scores from each Committee member. The Selection Committee will submit the recommended Proposer to the Library for approval. The Library reserves the right to accept or reject any Selection Committee recommendation. The Library further reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written proposal.

- The Selection Committee shall operate as follows:

1. Each member of the Selection Committee shall independently evaluate each statement of qualification submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the Proposals, each member shall rate each firm utilizing the Selection Committee Score Card. Each member shall complete the Selection Committee Score Card for each proposer in order to establish up to three (3) of their top firms from the list of firms under consideration.
3. The Selection Committee will make an award recommendation based on the Score Cards from each member. The Project Lead will oversee this process. Once the recommendation from the Agency is received the scoring of the cost will be calculated and added to the final score based on the points and formula outlined in Section 3.1 Financial Proposal.
4. The Selection Committee reserves the right to discuss the proposers being considered prior to any voting

or balloting.

- o Following the acceptance of a proposal, the selected Proposer and the Library must reach a contractual agreement prior to the start of any work for which the City of Baton Rouge and Parish of East Baton Rouge would be obligated.

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

### 3.1 Financial Proposal

The following financial criteria will be evaluated:

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

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm. Ensure that the Proposer adds any additional costs to Attachment B-1.

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

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

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

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

### 3.2 Technical Proposal

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

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

### MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative.

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

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton

Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

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

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

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

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

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

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

## **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**  
**LEED CERTIFIED JANITORIAL SERVICES FOR EAST BATON ROUGE PARISH**  
**BR MAIN LIBRARY AT GOODWOOD (LABOR ONLY)**

**GENERAL:**

The intent of this proposal to establish prices for an all-inclusive LEED CERTIFIED Janitorial Service contract for the EBR Main Library at Goodwood located at 7711 Goodwood Boulevard, Baton Rouge, LA 70806. The square footage to be cleaned (not including the parking lot) is approximately 129,000 sq. ft. It should be noted that the overall square footage to be cleaned does not necessarily add up to the breakdown of the floor type square footages specified herein. The square footages do not include stairwells, etc. The Contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in conjunction with work hereunder. The evaluation of the maintenance offered and the determination of the most qualified proposal by a vendor will be the sole responsibility of the Purchasing Division after consultation with the using agency. Prices provided are to include all labor, equipment and insurance to provide services specified herein

The Contactor shall provide all supervision, labor, insurance, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time.

The Services being provided through this contract are considered "Green Cleaning" which means to help reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment. Refer to East Baton Rouge Parish Library LEED Green Cleaning Policy Document made a part of this Invitation to Bid for further details and requirements.

**LEED REQUIREMENTS: LEED CERTIFICATION OF ALL JANITORIAL STAFF ASSOCIATED WITH THIS CONTRACT IS REQUIRED.** Contractor should refer to the attached Green Cleaning Policy and High Performance Cleaning Program for requirements related to our LEED Certification.

All janitorial staff assigned to this location must have received Green Cleaning Training in accordance with the Library's Green Cleaning Policy, by an authorized trainer. Janitorial staff should also receive training on chemical dilution, storage, and disposal, and appropriate equipment use. LEED training is the responsibility of the Contractor, as well as keeping up with all required documentation as described in the bid specifications throughout the contract term.

**Successful contractor must provide documentation of LEED employee training within fourteen (14) days of the date of award, if not provided with bid submittal.**

Documentation of training and procedures, at a minimum, should include sign-in sheets with a copy of the training material. Annual training logs should be kept by the contractor and submitted to the Library upon request. Contractor shall also provide documentation of floor maintenance, including floor care logs and carpet care logs. Floor care logs should include the number of coats of floor finish applied as base and top coats, relevant maintenance and restoration practices, and dates of both hard floors and carpets.



**BUILDING INFORMATION:** Address: 7711 Goodwood Boulevard, Baton Rouge, LA 70806. The square footage

figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of the facility.

**Approximate Breakdown of Flooring Type/Square Footage (Sq. ft.):**

Carpet 84,333 sq. ft. Walk off Mat (Carpet) 1,310 sq. ft. Ceramic Tile 2,250 sq. ft.  
Terrazzo 6,727 sq. ft. Resilient Flooring 20,671 sq. ft.

***The city reserves the right to add or subtract square footage and service days from this contract as needed. In the event square footage is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.***

**DAILY WORKING HOURS:**

A minimum of six point five (6.5) full-time equivalent employees (52 man hours per day), with at least four(4) full-time employees shall be provided for the duration of the below listed hours. The City reserves the right to award an additional one or more full time employees for this contract (Line Item 2) if deemed in the best interest of the Library and City Parish. This determination will be made at the time of contract award. Beginning and ending work hours will be specified by the Library. Any deviation of the work hours must be agreed upon by the Library Representative and the Contractor. Janitorial staff must work only during the working hours specified by the Library. Contractor shall supply a sufficient number of employees at all times to ensure services required under this contract are adequately performed during the time periods noted below.

**Current Starting and Ending Times for Monday through Thursday:**

- 7:30 a.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)
- The 3rd Floor will not require cleaning after 5:00 p.m.

**Current Starting and Ending Times for Friday:**

- 7:30 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

**Current Starting and Ending Times for \*Saturday:**

- 8:00 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

**Current Starting and Ending Times for \*Sunday:**

- 1:30 p.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)

\* Note: Routine **Saturday and Sunday** cleaning does not include full-building coverage or all of the deep cleaning tasks. On the 3rd floor, cleaning shall be required for break room and three (3) staff restrooms, but few or no staff works on the 3rd floor on weekends regularly. The 3rd floor will require after 5 pm on week days and on weekends a check of the breakroom for trash and paper towel supply also a bathroom check for cleanliness and sufficient supplies.

**Note:** The library may request additional staff during events with a large anticipated attendance.

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

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

**NOTE: The vendor shall sweep and mop the above rooms 2 times per year.**

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

**SUPPLIES/EQUIPMENT:**

**Furnished by Agency -All supplies will be furnished, including but not limited to:**

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
2. Hot and cold water as necessary.
3. Space in the building for the storage of an inventory of supplies and equipment, if available, which will be used in the performance of the work under the contract.
4. All materials, cleaning solvents, waxes, machinery, and equipment (such as, vacuum cleaners and buffers) that meet the requirements of the attached Green Cleaning Policy made a part of this RFP.
  - a. Equipment provided by the library:
    - i. Upright vacuum cleaners – 7
    - ii. Walk-behind sweepers – 3 (2 small, 1 large)
    - iii. Buffer – 1 large
    - iv. Scrubbers – 1 small, 3 large, & 1 extra large
    - v. Pressure washers – 2
    - vi. Blower – 1
    - vii. Water Hose – 1
5. Toilet Tissue Dispensers. Stainless steel material, satin color, holds 2- 9 inch jumbo rolls, Lock/key.
6. Paper Towel Dispensers. Most are Bobrick Model No. B-2860 surface mounted roll tower dispenser with 50%-70% recycled steel content. 11.75 inch W x 15 inch H x 9 inch D.
7. Toilet Seat Cover Dispensers. Surface mount with 250 single fold or ½ fold toilet seat cover capacity. Made of 304 22 gauge stainless steel material. Satin finish, satin color. 11 inch H x 15 ¾ inch W x 2 inch D.
8. 2-way radios will be provided to be utilized as communication between the supervisor of the janitorial staff or a lead person and a designee from the library business office.

An area is provided for storage of equipment. This areas shall be kept clean and odor free. The storage area door shall be locked at all times.

**Contractor:**

The Contractor shall furnish all labor, supervision and insurance necessary for the performance of the work of this contract unless otherwise specified herein

Contractor must provide a supervisor to make bi-weekly inspections/assessments of janitorial staff at each library.

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

The current CDC guidelines can be found at:

[https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening\\_America\\_Guidance.pdf](https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf)

**BASE PRICE:** The base price shall include the contractor providing all labor, supervision and insurance to perform all daily, weekly and monthly cleaning as specified herein.

**SHAMPOO CARPET:** Shampooing of carpets will be performed only upon the written request of the Library's representative normally once (1) per year. Special care shall be taken to ensure all furniture, baseboards, door facings and any other permanent fixtures are not marred or damaged, including carpet. Should damage occur, vendor must reimburse for the cost of repair. Remove gum, sticky residue, pick up trash and loose objects, vacuum and spot clean prior to shampooing carpet.

**SPOT CLEANING OF CARPET:** For the purpose of this contract, spot cleaning is defined as cleaning small areas of the carpet using a cleaning solution applied with a microfiber towel. The cleaning solution used will be supplied by the Library.

**STRIP/WAX BARE FLOORS:** Stripping and waxing of hard floor surfaces will be performed only upon the written request of the Library's representative normally once (1) per year. All edges, baseboards, corners, and door facings are to be cleaned of built-up dirt and other substances embedded in the finish. Agency employees will pick up boxes and items off the floor. Heavy items such as furniture will not be moved. Janitorial staff will move book trucks, remove gum, sticky residue, pick up trash and loose objects, vacuum and spot clean prior to waxing bare floors. Floor receptacles must not be waxed. Terrazzo only, the Resilient Flooring and the Ceramic Tile are not stripped and waxed.

**NO-WAX FLOORS:** The Library has installed mostly no-wax floors. The Library will supply all cleaning supplies for the no-wax floors. No other cleaner should be used on these floors, unless approved by the Library's representative. These floors are not to be waxed.

**CLEAN / DUST:** Countertops, podiums, low book stacks (sixty-six (66) inches high or lower), window sills (six (6) feet high or lower), and baseboards will be dusted on a regular dusting schedule.

**QUARTERLY CLEAN / DUST:** Desks, High sills (greater than six (6) feet high), book stack high tops (greater than sixty-six (66) inches in height), Mini-Blinds, will be cleaned/dusted only upon the written request of the library's representative. Library personnel will remove papers from desks prior to the dusting of desks. Normal schedule will be quarterly although special occasions may cause an additional occurrence.

**PRESSURE WASHING:** Buildings, Loading dock, Terrace areas, sidewalks around building, some parking lot (within 100 feet of building) pressure washing will be required at the written request of the Library's representative. Buildings and sidewalks will require pressure cleaning occasionally in specified areas due to slime, mold, etc. Total area for pressure washing estimated to be approximately 46,875 sq. ft. Quote is to be supplied to and approved by Library prior to work being performed. This to be done in small non-elevated areas only.

**EMERGENCY CALL OUTS:** Clean up may be required due to patron's "accidents". A minimum of two (2) hours will be paid for each call out. Emergency call out will be at the request of the Library's representative.

**BIO-HAZARD CLEANUP:** Bio-hazard kits shall be provided by the Library. Monthly kit inventory should be reported to the Business Office. Mop heads should be replaced immediately after cleanup of bio hazards.

**SIGNS:** Contractor must furnish signs to be used when cleaning areas of the library. One (1) sign should read "Cleaning in Progress" and another sign should read "Restroom cleaned at (time cleaned)". The signs must be placed on the restroom doors before, during and after cleaning. In addition, the contractor must provide safety signs such as "Wet Floor" and/or "Caution" signs, to be placed when and area is being mopped or may be wet. Contractor must provide enough signs to be used on multiple floors and areas simultaneously. Safety cones/signs for trip hazard, must also be furnished by the Contractor.

**CLEANING SCHEDULES:** Daily, weekly and weekend cleaning details are provided herein. The Contractor must post a list of the details of the specifications in the janitorial staff designated area. Contractual duties must be posted for janitorial staff. A schedule of restroom cleaning duties must also be posted to the restroom doors and the schedule must be initialed and the time of cleaning documented on the schedule by the individual responsible for cleaning the restroom. Restrooms are to be checked /cleaned every hour.

**RECYCLING:** The East Baton Rouge Parish Main Library participates in single stream recycling. The janitorial staff is required to take out recycling materials and place them into the recycling container provided in the service yard. Emptying items to be recycled into the trash receptacle is not acceptable.

**RESTROOM DISPENSERS:** All restrooms are currently equipped with dispensers for toilet paper, toilet seat covers, and paper towels. Items are to be bid to fit the existing dispensers.

**SPECIAL REQUEST CLEANING:** Occasionally, the Main Library will host a special event or may require additional staff to clean specific areas on a one-time basis. The special event may require janitorial staff for restroom cleaning, emptying garbage cans, spot vacuuming, mopping or dusting, etc. Janitorial staff may also be needed to assist in setting up or breaking down the meeting room for the event, including setting up chairs and/or tables or putting away chairs and/or tables. One or more additional janitorial staff may be required, depending on the size of the event or job. Pre Covid-19 the library averaged 20 special events requiring extra labor per year. 10 were after hours events and 10 were during regular hours but with a large attendance. An hourly rate per employee must be quoted for these special cleaning requests. Requests for special cleaning will be made by the Library, in writing, at least one week prior to the event date. Contractor is required to respond, in writing, to the request within 48 hours of receipt.

**MEETING ROOM SETUP:** Janitorial staff are frequently needed to assist library staff in setting up or breaking down a meeting room for an event. This may include setting up chairs and/or tables or putting away chairs and/or tables. And also, may include the wiping down of tables and any other cleaning that may be needed to prepare the room for usage.

**MEETING/STUDY ROOMS WHITEBOARD CLEANING:** Every morning all whiteboards in meeting or study rooms should be wiped clean before library opening.

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

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

**HOLIDAYS:** The Contractor will not be responsible for having any personnel in the facility on these holidays. The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day. The Library reserves the right to adjust or augment public operating hours and the necessity of janitorial staff attendance during these adjusted public operating hours. Written notice will be given at least two weeks in advance for additional planned closures. This does not include emergency closures for weather related events. In the event of a closure with advance notice, Contractor should expect those hours to be deducted from that month's invoice.

**CONTACT NAMES/STAFF ASSIGNMENTS:** Library contact names will be distributed to the successful contractor upon implementation of the contract. The successful contractor must provide to the Library Business Office a written schedule of janitorial staff names and hours scheduled to work and Contractor must update the information as staff changes occur. Contractor must also indicate the number of breaks allowed each janitorial employee, the time of each break and the time of the lunch hour. The Library Business Office must be notified in writing in advance of janitorial staff absences, and contractor's plans for substituting employees so that there is a continuous work flow. Contractor must require telephone verification from each employee upon arrival and departure from the work site each day. Contractor must supply a sign-in/sign-out sheet at each location for their staff. Contractor is responsible for asking a designated Library staff member to verify and initial each entry – sign-in and sign-out - each day. A list of designated Library staff will be provided to Contractor upon award of contract. It is the Contractor's responsibility to ensure that their staff are following this procedure and to work with their staff to correct any adherence issues. The Contractor should be aware that if the sign-in/sign-out verification procedures are not followed, the Library will deduct from monthly invoices any unverified hours. The Library Business Office will maintain ownership of the sign-in sheets.

**ABSENTEEISM:** The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism. The Library reserves the right to reduce the contract amount for non-performance of duties.

**SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT:** Contractor shall provide evidence of a security clearance program adopted by the company to the Agency. Due to the nature of this location, the agency requires the Contractor to provide to the City a FEDERAL and STATE Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and Information and drug test/screen on all janitorial/custodial employees that will be working at the locations listed in this bid. Drug screens must be from a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request criminal background checks and/or drug testing/screening all at no additional cost to the Agency, for all janitorial/custodial employees during the contract period as deemed needed. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause at any time during the life of the contract. Any janitorial staff that tests positive on any drug screen(s) shall be immediately dismissed. It is at the discretion of the City and/or Agency Representative to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

Background checks and drug screening reports must be provided to the Library business manager prior to employees working at any library location.

**KEYS:** Contractor is to be responsible for all keys and pass cards issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

**CONTRACTOR REQUIREMENTS:** The Contractor shall provide all supervision, labor, and insurance, to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. All Contractor's employees must be easily identifiable at all times by wearing identifying company name or logo imprinted on items such as apron, vest, jacket, shirt, etc. for their entire shift. Janitorial staff not wearing identifying company name or logo on their clothing will be sent home and a replacement will be expected within two hours.

Janitorial staff are expected to adhere to the same protocol that is set forth for Library staff in the Library's Dress Code Policy

- : • Employees must always present a clean, professional appearance.
- Employees are expected to be well-groomed and wear clean clothing, free of visible holes, tears, or other signs of substantial wear.
- Closed-toed shoes are required for safety. Flip flops are prohibited.
- Heavy use of scented body products is not appropriate for the workplace.
- Clothing that can be interpreted by Library Administration as offensive, inappropriate, or revealing is prohibited.

*For Example; Tube tops, spaghetti straps, visible undergarment or clothing with curse words, lewd/obscene/violent images or text, or political slogans or messages.*

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, here after referred to as "Agency". Contractor must advise all employees not to disturb papers, files, desk drawers, and not to utilize City Parish property such as computers, fax machines, telephones, copier machines, etc. within the building. Janitorial staff must not ask library staff for money nor must janitorial staff ask library staff to assist in any type of janitorial duty. Personal telephone calls and socializing must be limited to lunch and break periods. Library telephones are restricted for personal use and contractor's employees may only use telephones specified by library staff. Books and newspapers must not be removed from designated areas.

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

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

The Agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll into the facility at any time. Children of janitorial employees must not accompany their parents to work. The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

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

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents. The Contractor is to contract for services, and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees is to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract. The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof. The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

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

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

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

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

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

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

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

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

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

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

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

- d. A checklist used in hourly inspection of restrooms during regularly schedule or unscheduled inspections with a place to document time and date of inspection and a location for each inspection to be initialed.

**The furnishing of Material Safety Data Sheets is not applicable to this Invitation to Bid as the Library will be furnishing all chemicals.**

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

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

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

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

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

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

**PROPOSER'S QUALIFICATIONS/REFERENCES:**

**PROPOSER'S QUALIFICATIONS:**

Proposer must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Proposer must have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Proposer must have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding. (Library is 129,000 sq.ft.)

Each proposer should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.



4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.
6. Type of janitorial services performed.

Documentation of qualifications should be submitted with proposal, or must be submitted within five (5) days of the request by the Purchasing Division. Failure to comply with this requirement will eliminate proposer from further award consideration.

**CONTRACTOR REFERENCES:**

The Contractor must submit at least three (3) references from facilities where similar services have been successfully performed within the last three (3) years. Each Reference must include the following information:

1. Name and address of facility where services were provided
2. Name of contact person, email, and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.
5. List of services performed at each facility

**Documentation of references should be submitted with proposal, or must be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate proposal from further award consideration.**

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

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

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

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

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

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

All calls shall be returned within a two-hour period. Functioning telephone, fax, cell phone numbers and email addresses must be maintained by the Contract Manager. Failure to return calls within two hours will constitute

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

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

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

**Qualifications of Personnel:**

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

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

The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a professional manner and that they will not permit use of the facility for purposes other than those specified herein. The Contractor shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

**The City-Parish reserves the right to add or delete a location or square footage on this contract, at any time during the contract term. In the event a facility or area is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.**

**METHOD OF AWARD:** City Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency).

**ADDITIONAL REQUIREMENTS FOR THIS PROPOSAL**

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If requested, information must be submitted within 5 (five) days.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

**CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Cleaning Schedule for East Baton Rouge Parish Main Library at Goodwood (Labor Only) 7711 Goodwood Boulevard, Baton Rouge, LA 70806**

**DAILY WORKING HOURS:** A minimum of five point six (6.5) full-time equivalent employees (52 man hours per day), with **at least four (4) full-time employees shall be provided for the duration of the below listed hours.** The City reserves the right to award an additional one or more full time employees for this contract (Line Item 2) if deemed in the best interest of the Library and City Parish. This determination will be made at the time of contract award. Beginning and ending work hours will be specified by the Library. Any deviation of the work hours must be agreed upon by the Library Representative and the Contractor. Janitorial staff must work only during the working hours specified by the Library. Contractor shall supply a sufficient number of employees at all times to ensure services required under this contract are adequately performed during the time periods noted below.

Current Starting and Ending Times for **Monday through Thursday:**

7:30 a.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)

The 3rd Floor will not require cleaning after 5:00 p.m.

Current Starting and Ending Times for Friday: 7:30 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for \*Saturday: 8:00 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for \*Sunday: 1:30 p.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)

\* Note: Routine Saturday and Sunday cleaning does not include full-building coverage or all of the deep cleaning tasks. On the 3rd floor, cleaning shall be required for break room and three (3) staff restrooms, but few or no staff works on the 3rd floor on weekends regularly. Note: The library may request additional staff during events with a large anticipated attendance.(See special request Cleaning on page 28.)

**CLEANING – GENERAL INFORMATION:** A neutral PH deodorizing disinfectant solution must be used for all cleanings and floor maintenance. Untreated mops are to be used, and mop water must be changed after cleaning each restroom and changed repeatedly during other mopping's. Weekend cleanings will include emptying all interior and exterior trashcans, mopping restroom hard surface floors, cleaning restroom toilets, sinks, sink fixtures, and replenishing restroom supplies. Some limited vacuuming may be required on weekends.

The Library will be utilizing single stream recycling, portable recycling carts will be provided by Recycling company to bring recycling from inside building to dumpster in service yard.

Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.

Floors shall be free of dirt (including corners), stains, paper, cobwebs, water, mop stains and debris. Clean restroom mirrors. Spot wash restroom walls, shower rooms (if applicable), partitions and doors.

Baseboards and panel bases are to be clean of dirt build-up and stains. Drains free of debris and hair. Toilets and urinals free of mineral build-up and stains, dust, dirt and spots. Flush valves clean and polished.

Toilet seats, top side and bottom side shall be free of spots and stains. Dispensers shall be stocked daily and maintained at adequate level (liquid, foam, soap and paper products). Dispensers shall be clean and dust free.

Empty all waste baskets; insert new can liners and place trash outside in receptacles for pickup. All areas around the outside dumpster area must be clean and free of debris. No boxes should be left on the ground. All items designated for garbage pickup must be properly disposed.

#### CLEANING SCHEDULE:

##### 1. Elevators:

###### Daily Elevators:

- Sweep hard surface floors, including removal of gum, stains, etc.
- Wipe interior/exterior doors, door frames, and walls
- Clean handrails
- Spot clean elevator walls

###### Weekly Elevators:

- Vacuum elevator door tracks
- Damp mop hard surface floors, including removal of gum, stains, etc.
- Wipe elevator floor dry after mopping

##### 2. Stairways and Stairwells:

###### Daily Stairways and Stairwells:

- Sweep hard surface floors/steps/stair landings, including removal of gum, stains, etc.
- Clean stairway handrails. Weekly Stairways and Stairwells:

- Damp mop hard surface floors/steps/stair landings, including removal of gum, stains, etc.

##### 3. Restrooms:

###### Daily Restrooms:

Restrooms to be checked every hour (documented) and cleaned twice a day.

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all urinals and toilets, including exposed pipes
- Clean sinks, sink fixtures, and countertops
- Check all dispensers for supplies (paper towels, soap, toilet tissue, deodorizers, diaper decks)

a. Refill dispensers, if needed (do not place paper towels on top of dispensers)

b. Clean all dispensers Daily Restrooms continued:

- Sweep or vacuum and damp mop floors, including removal of gum, stains, etc.
- Clean mirrors with glass cleaner
- Clean light switches

- Spot clean interior/exterior stall doors (including handles and locks), walls and partitions
- Spot clean entry doors, door handles and doorframes
- Report non-removable graffiti and biohazard materials to supervisor immediately.

Weekly Restrooms:

- Polish all sinks and sink fixtures
- Maintain the floor drains by pouring a cleaning agent down the drain.

The cleaning agent must be specifically designed for use in drains, and must be safe for humans and the environment. The drains must be kept odor-free.

- Wash all trashcans and/or trashcan fixtures.

4. Staff Lounges/Staff Workrooms:

Daily

Staff Lounges/Staff Workrooms: Lounges and Workrooms must be checked twice a day and cleaned daily.

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all tables, chairs, cabinets, countertops, appliance exteriors, including the tops of refrigerators, sinks and sink fixtures
- Sweep/dust mop or vacuum all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum all carpets, mats and rugs, including removal of gum, etc.; all mats and/or rugs must be removed prior to sweeping or vacuuming, then replaced in a safe position
- Clean light switches
- Spot clean upholstered surfaces.

Weekly

Staff Lounges/Staff Workrooms:

- Polish sinks and sink fixtures
- Spot clean doors, door handles, and doorframes
- Spot clean walls
- Damp mop all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum upholstered surfaces.

5. Corridors/All Public Areas:

Daily

Corridors/Public Areas:

- Empty trashcans and replace liners with new plastic trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Vacuum all carpets (including stack areas), mats and rugs, including removing gum, stains, etc.

- Spot clean carpet stains
- Spot clean walls, doors, door handles, and doorframes within these areas
- Spot clean upholstery with upholstery cleaner
- Clean water fountains.

Weekly

Corridors/Public Areas:

- Vacuum upholstered chairs/surfaces
- Damp mop all hard surface floors, including removal of gum, stains, etc.
- Polish water fountains.

6. Entryways/Patios/Courtyards/Rooftop Terrace:

Daily

Entryways/Patios/Courtyards/Rooftop Terrace:

- Empty all outside trashcans, and replace liners with new trashcan liners
- Sweep and dispose of all trash and debris from sidewalk outside the entry area
- Sweep all outside patio areas and benches
- Clean all entry doors, door handles, and doorframes
- Clean glass on entry doors, courtyard windows, courtyard rails, and patio doors with glass cleaner Page 28
- Clean glass surrounding the patio area
- Sweep or vacuum all hard surface floors inside entryway; all mats and/or rugs must be removed prior to sweeping or vacuuming, then replaced in a safe position
- Vacuum and damp mop foyer and front entry area
- Vacuum and spot clean carpet, including removing gum, etc. inside entryway
- Spot clean entry walls inside building. Weekly Entryways/Patios/Courtyards/Rooftop Terrace: • Wash all outside trashcans. • Sweep all sidewalks adjacent to buildings
- Sweep bicycle parking areas and loading docks; trash must be picked up and deposited into trash containers • Cobwebs must be removed to a height of 10 feet
- Clean walk-off carpet at entry according to LEED specifications

7. Plaza/Parking Lot:

Daily

Plaza:/Parking Lot

- Empty all outside trashcans, (approximately 10 cans) and replace all liners with new trashcan liners
- Pickup, remove and dispose of all trash and debris from sidewalk outside the entry area, parking lots and other areas of Library campus inside of fence

- Sweep all outside patio areas and benches
- Spot clean entry walls inside building
- Clean benches, chairs, and tables
- Dip out leaves, trash and debris from the 2 Plaza fountains

Weekly Plaza/Parking Lot

- Wash all outside trashcans
- Sweep all sidewalks adjacent to buildings
- Sweep bicycle parking areas, dumpster area and loading docks; trash must be picked up and deposited into trash containers
- Blowing Parking lot clean of debris (Trash, leaves, etc.) trash must be picked up and deposited into trash containers

8. Dusting/Wiping: All dusting must be performed with microfiber dusting cloths. NO DUST WANDS ALLOWED.  
Daily Dusting:

- Clean all showcases with glass cleaner
- Wipe all showcase frames
- Wipe all computer tables using a disinfectant

Weekly Dusting –

Rotating Sections to be dusted Monday – Friday:

- Wipe all tables, chairs, desks and countertops in all divisions
- Wipe all bookshelves and filing cabinets
- Wipe all carousels housing DVDs, paperbacks, etc.
- Wipe all windowsills and ledges
- Wipe all air vents

9. Offices/Meeting Rooms:

Daily

Offices/Meeting Rooms/Conference Rooms/Group Study/Quiet Reading:

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Vacuum all carpets, including removal of gum, etc.
- Spot clean carpet stains Weekly Offices/Meeting Rooms/ Conference Rooms/Group Study/Quiet Reading:
- Vacuum and spot clean upholstered chairs in
- Spot clean doors, door handles and doorframes
- Clean light switches



- Polish sinks and sink fixtures

10. Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:

Daily

Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/blow concrete in Shipping yard and at Loading Dock
- Pickup and dispose of trash in Shipping Yard and at Loading Dock.
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, etc.
- Vacuum all carpets, rugs and mats, including removal of gum, etc.
- Clean sinks, countertops, exterior of appliances
- Place all supplies on shelves in janitorial closet
- Rinse and disinfect mop heads and buckets after daily usage
- Empty vacuum bags
- Keep janitorial closet doors locked during working hours.

Weekly

Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:

- Clean and disinfect "tub" area.
- Spot clean doors, door handles and doorframes
- Clean light switches
- Damp mop all hard surface floors, including removal of gum, etc.
- Wash down (hose) concrete in dumpster area, shipping area and at Loading Dock.

## AREAS TO BE SERVICED

Floor	Item	Type	Location	Room	Quantities	Urinals	Stalls
One	Staff Restroom			152 153	2		
Third	Sink	Single sink	Workroom in administration	325	1		
Third	Sink	Single sink	Staff lounge	344	1		
Third	Sink	Single sink	Public Relations	334	1		
Third	Sink	Single sink	Conference Room	332	1		
Third	Sink	Single sink	Technical Services	312	1		
Third	Sink	Single sink	Computer Services	302	1		
Third	Water Fountain	Two Single Fountains	Outside 3rd floor staff restrooms near staff lounge		2		
Second	Water Fountain	Two Single Fountains	Outside public restrooms in reference		2		
Second	Sink	Single Sink	Baton Rouge Room Lab	235	1		
Second	Sink	Single Sink	Reference Workroom	227	1		
First	Water Fountain	Two Single Fountains	Outside the public restrooms near the large meeting room	107	2		
First	Water Fountain	Two Single Fountains	Outside the family restrooms in the Children's area	138	2		
First	Sink	Single Sink	Teen Program Room	124	1		
First	Sink	Single Sink	Conference Room	102	1		
First	Sink	Single Sink	Meeting Room Pantry	114	1		
First	Sink	Single Sink	Circulation Workroom	171	1		
First	Sink	Single Sink	Outreach	166	1		
First	Sink	Single Sink	Children's Workroom	147	1		
First	Sink	Single Sink	Shipping/Delivery/Receiving	157	1		
	Stairwells	Service Stairwell	East side of building		2		
	Stairwells	Service Stairwell	South side of building		1		
	Stairwells	Service Stairwell	West side of building		1		
	Stairwells	Grand Stairwell	Middle of Building		1		
First	Walkoff Carpet		Entry	117	Note: weekly cleaning is a LEED requirement		
First	Walkoff Carpet		Lobby	101	Note: weekly cleaning is a LEED requirement		
First	Walkoff Carpet		Staff Hall	151	Note: weekly cleaning is a LEED requirement		

Floor	Item	Type	Location	Room	Quantities	Urinals	Stalls
First	Men's Public Restroom	Three Urinals	Near large meeting room	109		3	
	Men's Public Restroom	Four stalls	Near large meeting room	109			4
First	Women's Public Restroom	Eight Stalls	Near large meeting room	108			8
First	Staff Restroom	Single Stall w/shower		152			1
First	Staff Restroom	Single Stall w/shower		153			1
First	Family Restroom	Single Stall	Near Children's	148			1
First	Family Restroom	Single Stall	Near Children's	149			1
Second	Women's Public Restroom	Four stalls		217			4
Second	Men's Public Restroom	Two Urinals		218		2	
Second	Men's Public Restroom	Two Stalls					2
Second	Staff Restroom	Single stall		226			1
Second	Staff Restroom	Single stall		225			1
Third	Staff Restroom	Single stall	Administration	319			1
Third	Staff Restroom	Single stall	Director's Office	331			1
Third	Staff Restroom	Single stall	Near staff lounge	339			1
Third	Staff Restroom	Single stall	Near staff lounge	340			1
Third	Janitor's Closet	Single sink	Near staff lounge	341	1		
Second	Janitor's Closet	Single sink	Near Reference	224	1		
First	Janitor's Closet	Single sink	Large Meeting Room	112	1		
First	Janitor's Closet	Single sink	Near Children's workroom	154	1		
Elevators	Public Elevators	One Elevator - C	One is near the lobby		1		
	Public Elevators	Two Elevators - A & B	Two are near the Career Center		2		
	Staff Elevator	One Elevator	In Staff Hallway		1		

# LEED

LEED 2009 FOR EXISTING BUILDINGS  
OPERATIONS AND MAINTENANCE

INDOOR ENVIRONMENTAL CONTROL  
IEQ 3 – GREEN CLEANING



EAST BATON ROUGE PARISH  
**LIBRARY**

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
LIBRARY BOARD OF CONTROL

LEED 2009 FOR EXISTING BUILDINGS  
OPERATIONS AND MAINTENANCE:  
**IEQ 3 – GREEN CLEANING**

**IEQ Prerequisite 3: Green Cleaning - Policy**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment.

**Requirements**

Have in place a green cleaning policy for the building and site addressing the following green cleaning credits and other requirements:

- Purchase sustainable cleaning and hard floor and carpet care products meeting the sustainability criteria outlined in **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.
- Purchase cleaning equipment meeting the sustainability criteria outlined in **IEQ 3.4: Green Cleaning - Sustainable Cleaning Equipment**.
- Establish standard operating procedures addressing how an effective cleaning and hard floor and carpet maintenance system will be consistently utilized, managed and audited. Specifically address cleaning to protect vulnerable building occupants.
- Develop strategies for promoting and improving hand hygiene, including both hand washing and the use of alcohol-based waterless hand sanitizers.
- Develop guidelines addressing the safe handling and storage of cleaning chemicals used in the building, including a plan for managing hazardous spills or mishandling incidents.
- Develop requirements for staffing and training of maintenance personnel appropriate to the needs of the building. Specifically address the training of maintenance personnel in the hazards of use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.
- Provide for collecting occupant feedback and continuous improvement to evaluate new technologies, procedures and processes.

This policy must adhere to the **LEED 2009 for Existing Buildings: Operations & Maintenance** policy model. At a minimum, the policy must cover the green cleaning procedures and materials that are within the building and site management's control.

**Potential Technologies & Strategies**

During the performance period, establish a written green cleaning policy addressing SOPs, sustainable products and equipment, chemical handling and storage, and staff training.

## **IEQ 3.1: Green Cleaning High-Performance Cleaning Program**

### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment.

### **Requirements**

Have in place during the performance period a high-performance cleaning program, supported by a green cleaning policy (**IEQ Prerequisite 3: Green Cleaning Policy**), that addresses the following:

- Provide an appropriate staffing plan.
- Implement a training of maintenance personnel in the hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.
- Use chemical concentrates with appropriate dilution systems to minimize chemical use wherever possible.
- Use sustainable cleaning materials, products, equipment, janitorial paper products and trashbags (including microfiber tools and wipes).
- Use sustainable cleaning and hard floor and carpet care products meeting the sustainability criteria outlined in **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.
- Use cleaning equipment meeting the sustainability criteria outlined in **IEQ 3.4: Green Cleaning - Sustainable Cleaning Equipment**.

### **Potential Technologies & Strategies**

Have in place during the performance period a high-performance cleaning program, supported by policy, staffing plans, standard operating procedures and storage procedures that address sustainable and effective cleaning and hard floor maintenance.

## **IEQ 3.2: Green Cleaning**

### **Custodial Effectiveness Assessment**

#### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health building finishes, building systems and the environment, by implementing, managing and auditing cleaning procedures and processes.

#### **Requirements**

Conduct an audit in accordance with APPA Leadership in Educational Facilities' (APPA) "Custodial Staffing Guidelines" to determine the appearance level of the facility.

- The facility must score 3 or less.

More information about the audit procedures is provided in the LEED Reference Guide for Green Building Operations & Maintenance, 2009 Edition.

#### **Potential Technologies & Strategies**

Designate an individual or team to conduct a walk-through inspection of a sample of rooms in the building to evaluate the effectiveness of the cleaning program. Identify areas that fall below the owner's expected standard and make improvements to the cleaning program accordingly.

Documentation Required:

Vendor shall provide documentation that all janitorial staff assigned to the Main Library have received Green Cleaning training in accordance with the Library's Green Cleaning Policy, by an authorized trainer. Janitorial staff should also receive training on chemical dilution, storage, and disposal, and appropriate equipment use. Annual training logs should be kept by the vendor and submitted to the Library upon request.

Vendor shall provide documentation of floor maintenance, including floor care logs and carpet care logs. Floor care log should include number of coats of floor finish applied as base and top coats, relevant maintenance and restoration practices and dates for both hard floors and carpets.

## **IE Q 3.3: Green Cleaning**

### **Purchase of Sustainable Cleaning Products and Materials**

#### **Intent**

To reduce the environmental impacts of cleaning products, disposable janitorial paper products and trash bags.

#### **Requirements**

Implement sustainable purchasing for cleaning materials and products, disposable janitorial paper products and trash bags. Cleaning product and material purchases include items used by in-house staff or outsourced service providers. One point is awarded if 30% of the total annual purchases of these products (by cost) meet at least 1 of the following sustainability criteria:

1. The cleaning products meet 1 or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.
  - Environmental Choice CCD-110, for cleaning and degreasing compounds.
  - Environmental Choice CCD-146, for hard surface cleaners.
  - Environmental Choice CCD-148, for carpet and upholstery care.
2. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards meet 1 or more of the following standards for the appropriate category:
  - Green Seal GS-40, for industrial and institutional floor care products.
  - Environmental Choice CCD-112, for digestion additives for cleaning and odor control.
  - Environmental Choice CCD-113, for drain or grease traps additives.
  - Environmental Choice CCD-115, for odor control additives.
  - Environmental Choice CCD-147, for hard floor care.
3. Disposable janitorial paper products and trash bags meet the minimum requirements of 1 or more of the following programs for the applicable product category:
  - Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners.
  - Green Seal GS-09, for paper towels and napkins.
  - Green Seal GS-01, for tissue paper.
  - Environmental Choice CCD-082, for toilet tissue.
  - Environmental Choice CCD-086, for hand towels.
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
4. Hand soaps meet 1 or more of the following standards:
  - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
  - Green Seal GS-41, for industrial and institutional hand cleaners.
  - Environmental Choice CCD-104, for hand cleaners and hand soaps.

#### **Potential Technologies & Strategies**

When purchasing materials or supplies, specify that they meet 1 or more of the sustainability criteria.



### **Additional Recommended Green Cleaning Purchasing Guidelines**

This section provides guidelines for being in compliance with Leadership in Energy and Environmental Design (LEED) requirements. Below is a continued list of environmentally preferable cleaning products and equipment that are recommended for use by a Custodial Service Provider.

### **Products and Equipment**

#### **1. Cleaning Products:**

The 3M Twist'n Fill system features a single compact dispenser designed to accurately mix and dispense a wide range of concentrated cleaning chemicals. Only cold water will be used.

- 3M Twist 'n Fill #1 Concentrated - Glass Cleaner (Green Seal certified)
- 3M Twist 'n Fill #3 Concentrated - Neutral Cleaner (Green Seal certified)
- 3M Twist 'n Fill #4 Concentrated - Bathroom Disinfectant Cleaner (Green Seal certified)
- 3M Twist 'n Fill #8 Concentrated - General-Purpose Cleaner (Green Seal certified)
- Freedom RTD manufactured by Diversey, floor finish stripper (Green Seal certified)
- Procyon, all-natural and environmental friendly carpet cleaning product (Indoor Air Quality (IAQ) approved)
- Gojo foamed hand soaps (Green Seal certified)
- Pumice stick, environmental friendly cleaning product used for scrubbing toilet bowl

#### **2. Floor Finish:**

- Vect - a High-Performance Floor Finish - manufactured by Johnson Diversey, which meets low VOC (Volatile Organic Compounds) cleaning products.

#### **3. Paper Products:**

- Manufacturer: Georgia-Pacific; Brand: Envision
- Toilet Tissues: 100% recycled; 80% PCW
- Manufacturer: Kimberly-Clark; Brand: Scott
- Paper Towels: meets EPA standards with 70% recycled and 40% PCW

#### **4. Other products:**

- High-density can liners
- Compostable can liners
- Recycled entrance mats

#### **5. Equipment:**

- ProTeam backpack vacuum equipped with HEPA filter.
- Versamatic upright vacuum cleaner.
- Whirlamatic 20 Ultra, burnishing machine with air filter and dust collection bag.
- Micro-fiber (oil-free) dust- mops
- Micro-fiber cloths
- 3M EasyScrub Express Micro-fiber flat mops allow reductions of water consumption and waste water into water stream.
- Tennant Auto-Scrubbers with F.A.S.T (Green Seal, NFSI, NSF, and LEED certified) and Echo technology (uses only water, no chemical)
- Tennant Dual Technology Extractor (LEED and CRI certified)
- ModoVap vapor machine (certified disinfectant machine using no chemicals)

### **Recycling Program**

- Floor pads are cleaned and recycled until they are unusable.
- Comet launderable wet-mops
- Twist 'n Fill chemical containers
- Other recycled materials: papers, cardboards, plastics, bottles, woods, metals, batteries, food waste compost.

### **IE Q 3.4: Green Cleaning Sustainable Cleaning Equipment**

**Intent** To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants that adversely affect air quality, human health, building finishes, building systems and the environment, from powered cleaning equipment.

#### **Requirement**

Implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- Vacuum cleaners are certified by the Carpet and Rug Institute “Green Label” Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces. Keep a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use.

#### **Potential Technologies & Strategies**

Develop, implement and maintain a policy for the use of low-impact powered cleaning equipment. Evaluate the powered cleaning equipment currently being used and make a plan for upgrading to powered cleaning equipment that reduces building contaminants and minimizes environmental impact.

### **IEQ 3.5: Green Cleaning**

#### **Indoor Chemical and Pollutant Source Control**

##### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, that adversely affect air quality, human health, building finishes, building systems and the environment.

##### **Requirements**

Employ permanent entryway systems (grilles, grates, mats) at least 10 feet long in the primary direction of travel to capture dirt and particulates entering the building at all public entry points, and develop the associated cleaning strategies to maintain those entryway systems as well as exterior walkways. Public entryways that are not in use or serve only as emergency exits are excluded from the requirements, as are private offices.

Provide containment drains plumbed for appropriate disposal of hazardous liquid wastes in places where water and chemical concentrate mixing occurs for laboratory purposes.

##### **Potential Technologies & Strategies**

Use grills, grates or mats to catch and hold dirt particles and prevent contamination of the building interior. Design exterior stone, brick or concrete surfaces to drain away from regularly used building entrances.

At public building entrances, install low-maintenance vegetation within the landscape design and avoid plants, including trees and shrubs that produce fruit, flowers or leaves that are likely to be tracked into the building. Select plants based on an integrated pest management (IPM) approach to eliminate pesticide applications that could be tracked into the building.

Provide a water spigot and electrical outlet at each public building entrance for maintenance and cleaning.

### **IEQ 3.6: Green Cleaning**

#### **Indoor Integrated Pest Management**

##### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants that adversely affect air quality, human health, building finishes, building systems and the environment.

##### **Requirement**

Develop, implement and maintain an indoor **integrated pest management (IPM)** plan, defined as managing indoor pests in a way that protects human health and the surrounding environment and that improves economic returns through the most effective, least-risk option. IPM calls for using least-toxic chemical pesticides, minimum use of chemicals, use only in targeted locations and use only for targeted species. IPM requires routine inspection and monitoring. The plan must include the following elements, integrated with any outdoor IPM plan used for the site as appropriate:

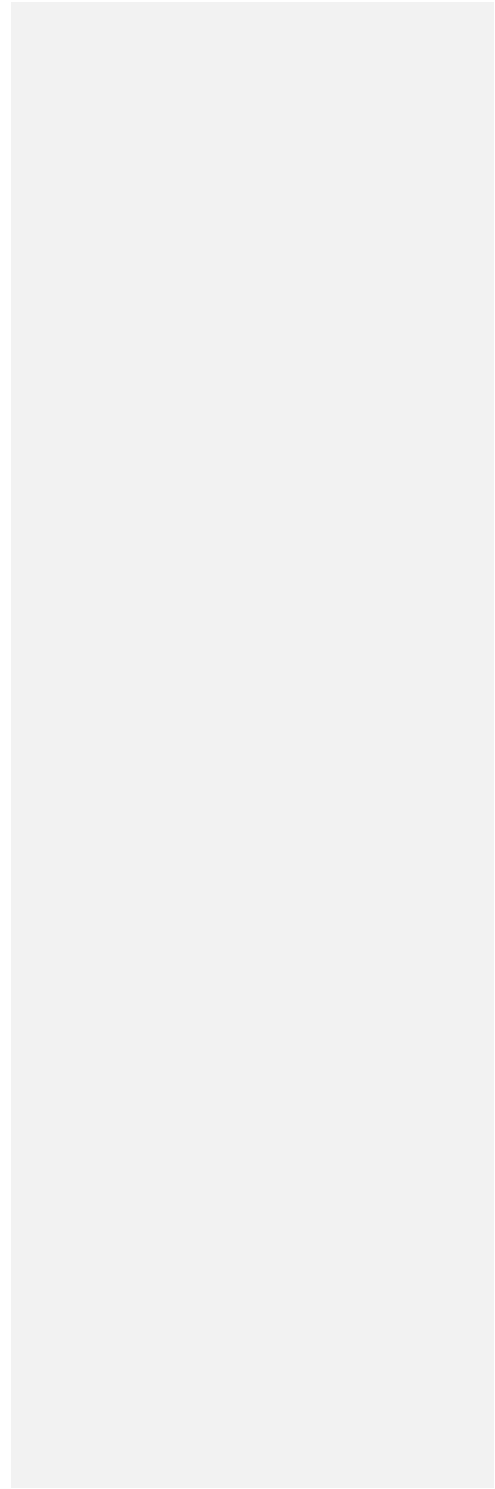
- Integrated methods, site or pest inspections, pest population monitoring, evaluation of the need for pest control and 1 or more pest control methods, including sanitation, structural repairs, mechanical and living biological controls, other nonchemical methods, and if nontoxic options are unreasonable and have been exhausted, a least-toxic pesticide.
- Specification of the circumstances under which an emergency application of pesticides in a building or on surrounding grounds being maintained by building management can be conducted without complying with the earlier provisions.
- A communications strategy directed to building occupants that addresses universal notification, which requires advance notice of not less than 72 hours before a pesticide under normal

conditions and 24 hours after application of a pesticide in emergencies, other than a least-toxic pesticide, is applied in a building or on surrounding grounds that the building management maintains.

Any cleaning products included in the integrated pest management policy must meet the requirements for **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.

**Potential Technologies & Strategies**

Use IPM, a safer and usually less costly option for effective pest management. An IPM program employs commonsense strategies to reduce sources of food, water and shelter for pests in buildings and on the grounds and minimizes the use of pesticides.



**ATTACHMENT B  
PROPOSAL FORM**

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **February 21, 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:

**LEED CERTIFIED JANITORIAL SERVICES FOR EBR PARISH MAIN LIBRARY @ GOODWOOD (LABOR ONLY)**

As set forth in the following Contract Documents:

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

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

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

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

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

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

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

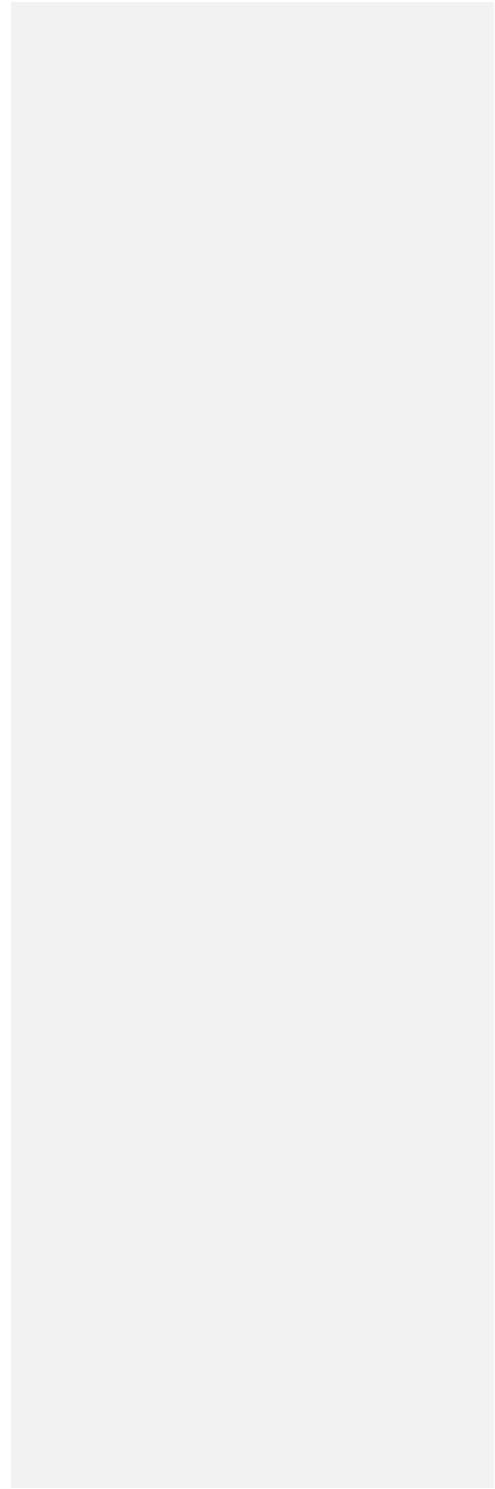
All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

---

(SIGNATURE)

---

(Typed Name and Title)



**ATTACHMENT B-1 PRICING SCHEDULE**  
**Solicitation No.: 2023-32-1200**  
**LEED CERTIFIED Janitorial Services for**  
**East Baton Rouge Parish Main Library at Goodwood (Labor Only)**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0001	<p>Base Price, per square foot. Janitorial Services to be performed at 7711 Goodwood Boulevard, Baton Rouge, LA. Contractor shall provide all labor, supervision, materials and supplies as specified, and insurance to perform all daily, weekly and monthly, in accordance with the bid specifications and during the hours listed below.</p> <p><b>A minimum of six point five (6.5) full-time equivalent employees, with at least four (4) full-time employees</b> shall be provided for the duration of the below listed hours. This number of employees can include the working onsite supervisor. The determination of the number of employees needed to service this contract is the responsibility of the bidder.</p> <p>Total Square Footage of cleaning area is approximately: 129,000 Sq. ft.</p> <p><b><u>DAILY WORKING HOURS</u></b>  Starting and Ending Times for <b>Monday through Thursday:</b>  7:30 a.m. to 8:00 p.m.</p> <p><b><u>WEEKEND WORKING HOURS</u></b> Starting and Ending Times for <b>Friday, Saturday and Sunday:</b>  Friday: 7:30 a.m. to 6:00 p.m.  Saturday: 8:00 a.m. to 6:00 p.m.  Sunday: 1:30 p.m. to 8:00 p.m.</p>	129,000 FT	SQ SQ FT	_____ Per SQ FT	\$ _____ Per Occurrence

ITEM NO.	DESCRIPTION	QUANTITY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0002	<p><b>ONE (1) ADDITIONAL INCREMENTAL FULL TIME JANITORIAL EMPLOYEE</b></p> <p><b>OPTIONAL AWARD ITEM</b></p> <p><b>DAILY WORKING HOURS</b> Starting and Ending Times for <b>Monday through Thursday:</b> 7:30 a.m. to 8:00 p.m.</p> <p><b>WEEKEND WORKING HOURS</b> Starting and Ending Times for <b>Friday, Saturday and Sunday:</b> Friday: 7:30 a.m. to 4:30 p.m. Saturday: 10:00 a.m. to 5:00 p.m. Sunday: 1:30 p.m. to 8:00 p.m.</p>	1	EACH	Per Hour	\$ _____ Extended Price
0003	<p><b>Shampoo Carpet.</b> Price per square foot, services to be performed upon written request of the Library's representative.</p>	85,643	SQ FT	\$ _____ PER SQ FT	\$ _____ Per Occurrence
0004	<p><b>Walk off Mat (Carpet) cleaning.</b> Price per square foot, services to be performed in accordance with bid specification requirements.</p>	1,310	SQ FT	\$ _____ PER SQ FT	\$ _____ Per Occurrence
0005	<p><b>Strip/Wax Bare Floors. (Terrazzo Only)</b> Price per square foot, services to be performed upon written request of the Library's representative.</p>	6,727	SQ FT	\$ _____ PER SQ FT	\$ _____ Per Occurrence



ITEM NO.	DESCRIPTION	QUANTITY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0006	<b>Quarterly Clean/Dust.</b> Services to be performed upon written request of Library representative.	4	QUARTER	\$ _____ PER QUARTER	_____ Annual Cost
0007	<b>Pressure Washing. Various areas.</b> Price per square foot, services to be performed upon written request of Library representative.	46,875	SQ FT	\$ _____ PER SQ FT	\$ _____ Per Occurrence
ITEM NO.	DESCRIPTION	QUANTITY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0008	<b>Emergency Call Out Cleaning Service.</b> Price per hour. A minimum of 2 hours will be paid for each call out. Services to be performed upon notification by Library representative. <b>Quantity is estimate only.</b>	10	HOUR	\$ _____ PER HOUR	\$ _____ EXTENDED TOTAL
0009	<b>Special Event Cleaning Requests.</b> Price per hour, per employee. Services to be performed upon written request of Library representative. <b>Quantity is estimate only.</b>	20	HOUR	\$ _____ PER HOUR, PER EMPLOYEE	\$ _____ EXTENDED TOTAL
0010	<b>Parking lot and exterior areas inside of Fence.</b> Daily and Weekly cleaning of Parking lots and exterior areas of Library campus. Per bid specifications.	12	SQ FT	\$ _____ PER SQ FT	\$ _____ Per Occurrence

Total of Items 1-10 EXTENDED TOTAL AMOUNT \_\_\_\_\_

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

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

**PROPOSER IS:**

**AN INDIVIDUAL**

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

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

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

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

**A PARTNERSHIP**

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

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

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

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

Telephone No. \_\_\_\_\_

**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  
CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

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

**A. General Liability Insurance**

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

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

**B. Automobile Liability Insurance**

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

**Bodily Injury and**

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

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

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

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

**D. Excess Umbrella Liability Coverage**

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

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

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

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

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

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

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

**ATTACHMENT D**  
**Federal Terms and Conditions**

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

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

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

2. **Period of Performance.** The period of performance for this award begins on the date hereof and may ends no later than December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

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

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

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

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

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.7

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

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

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.

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

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

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



18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
  - d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

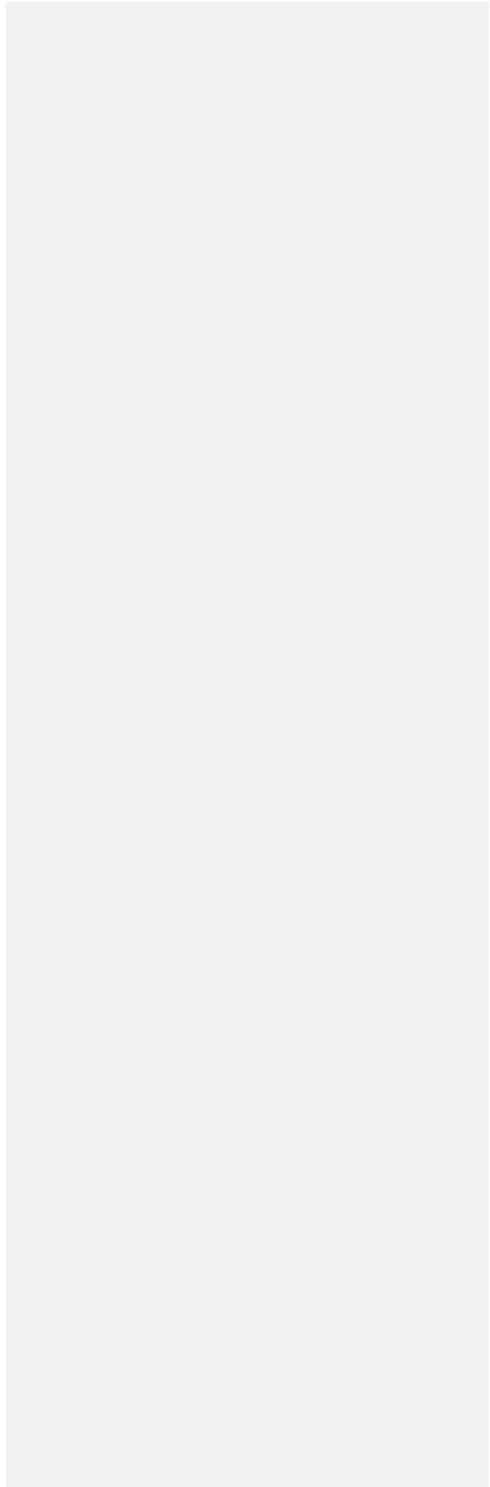
**COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service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

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

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

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

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



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

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

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

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

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

**COMPLETE CONTRACT**

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

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

WITNESSES:

CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE

\_\_\_\_\_

By: \_\_\_\_\_

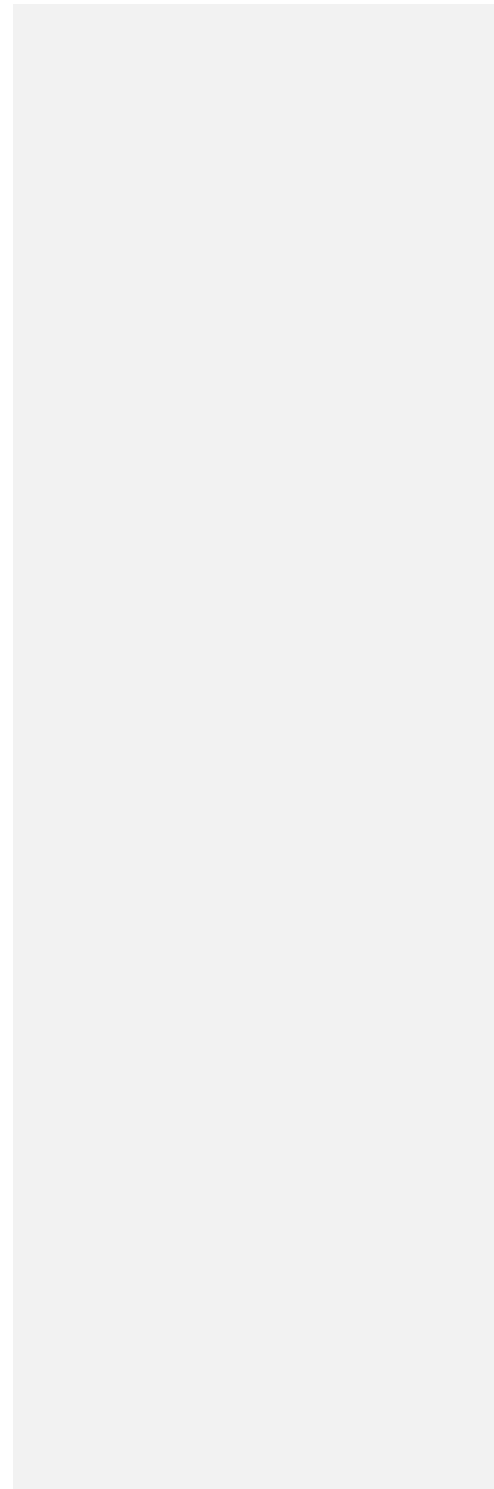
Title: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Typed Name and Title



## **DISADVANTAGED BUSINESS ENTERPRISE INCLUSION**

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

### **PART I – POLICY/ COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Appendix A**  
**SEDBE Forms and Procedures**

**CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**  
**Form 1**  
**EBE Responsiveness Form**

**INSTRUCTIONS**

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

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

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

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

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

**Form 1A  
Required Participation Questionnaire**

**INSTRUCTIONS:** A fully completed Form 1A "Required Participation Questionnaire" must be submitted for the prime firm, each subcontractor, and any other tier or subcontractor, as a condition of responsiveness. This information is to be collected and documented for all City of Baton Rouge and Parish of East Baton Rouge projects as required by the City of Baton Rouge and Parish of East Baton Rouge. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:	2. Official name of firm:	3. Address of office to perform work:
	Indicate if prime or subcontractor:	
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> SBA certified <input type="checkbox"/> Minority-owned business <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> Woman-owned business <input type="checkbox"/> EBE Certified with CITY-PARISH  *A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge <b>SEDBE Program</b> by the date of submittal. Current letter of certification shall be attached.	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below): Last Year: _____ 2 Years ago: _____ 3 Years ago: _____ Ranges of annual revenues received: <u>Index:</u> 1 less than \$500,000                      4 \$2,000,000 to \$4,000,000 2 \$500,000-\$1,000,000                  5 \$5,000,000 to \$6,000,000 3 \$1,000,000 to \$2,000,000              6 \$6,000,000 or greater	
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No		

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: \_\_\_\_\_

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

**Form 2**

**Good Faith Efforts**

**INSTRUCTIONS:**

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

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

A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The Contractor should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.

C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. Negotiating in good faith with interested EBEs. It is the Contractor's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.

E. A Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including EBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using EBEs is not in itself sufficient reason for a Contractor's failure to meet the contract EBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from EBEs if the price difference is excessive or unreasonable.

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

**Form 2  
Good Faith Efforts**

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

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

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

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

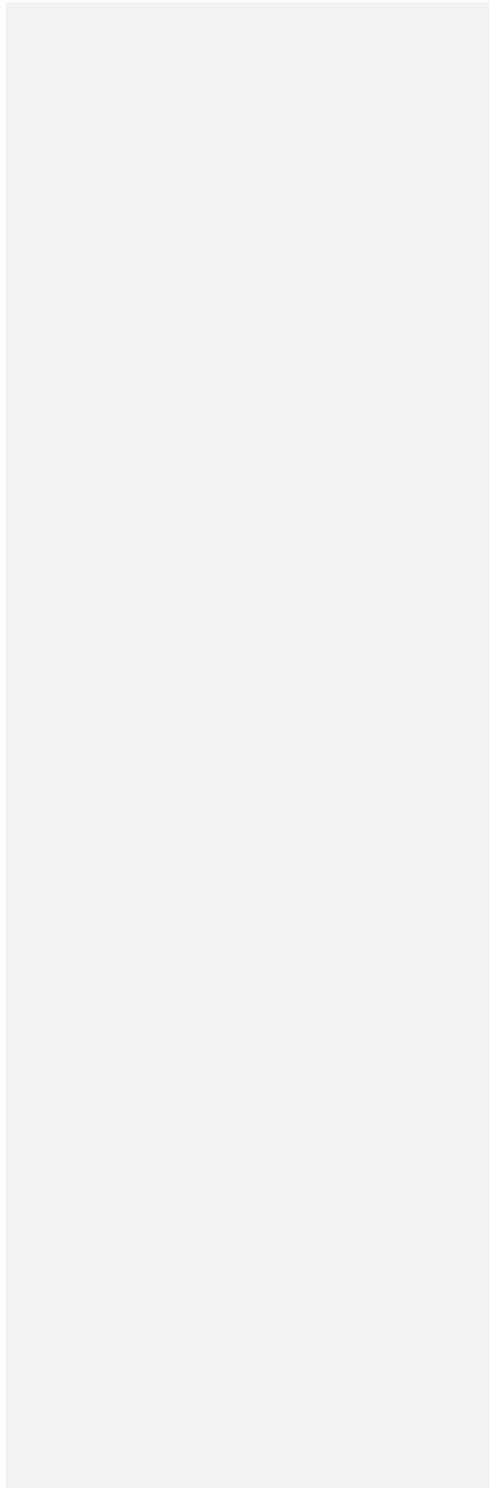
Date of Request	Name and Address of EBE Firm	Transmittal Type	Work Items Sought	Describe Response and/or Follow-up

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

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

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

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



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

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

PRIME FIRM INFORMATION:

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

SUBCONTRACTOR INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

## **FAIR CHANCE ORDINANCE**

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

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

The Fair Chance ordinance shall not apply to the listed city-parish departments.

### **Section 7**

The ordinance shall be effective 180 days (May 5, 2023) following adoption and shall apply to contract executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance shall not apply to any agreements executed before the effective date of this ordinance.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date