

# Request For Proposal



**Solicitation No.: 2024-02-0910**

## **FULL-SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE FOR THE BATON ROUGE METROPOLITAN AIRPORT**

**RFP Opening Date: May 8, 2024 at 2:00 PM CST**

**City of Baton Rouge/Parish of East Baton Rouge  
Office of the Mayor-President  
Division of Purchasing**

**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.

# TABLE OF CONTENTS

## PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background.....	Page 4
	1.1.1 Purpose.....	
	1.1.2 Goals and Objectives.....	
1.2	Definitions.....	Page 5
1.3	Schedule of Events.....	
1.4	Proposal Submittal.....	
1.5	Proposal Response Format.....	Page 6
	1.5.1 Number of Response Copies.....	Page 21
	1.5.2 Legibility/Clarity.....	
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	
1.7	Proposal Clarifications Prior to Submittal.....	Page 22
	1.7.1 Pre-proposal Conference.....	
	1.7.2 Proposer Inquiry Period.....	
1.8	Errors and Omissions in Proposal.....	Page 24
1.9	Proposal Guarantee Not Required for this RFP.....	
1.10	Performance Bond Not Required for this RFP.....	
1.11	Changes, Addenda, Withdrawals.....	
1.12	Withdrawal of Proposal.....	
1.13	Material in the RFP.....	
1.14	Waiver of Administrative Informalities.....	
1.15	Proposal Rejection.....	
1.16	Ownership of Proposal.....	Page 25
1.17	Cost of Offer Preparation.....	
1.18	Non-negotiable Contract Terms.....	
1.19	Taxes.....	
1.20	Proposal Validity.....	
1.21	Prime Contractor Responsibilities.....	
	1.21.1 Corporation Requirements.....	
1.22	Use of Subcontractors.....	
1.23	Written or Oral Discussions/Presentations.....	Page 26
1.24	Acceptance of Proposal Content.....	
1.25	Evaluation and Selection.....	
1.26	Contract Negotiations.....	
1.27	Contract Award and Execution.....	
1.28	Notice of Intent to Award.....	Page 27
1.29	Debriefings.....	
1.30	Insurance Requirements.....	
1.31	Subcontractor Insurance.....	
1.32	Indemnification.....	Page 28
1.33	Fidelity Bond Requirements Not Required for this RFP.....	
1.34	Payment for Services.....	
1.35	Termination.....	
	1.35.1 Termination of this Agreement for Cause.....	
	1.35.2 Termination of this Agreement for Convenience.....	
	1.35.3 Termination for Lack of Appropriated Funds.....	Page 29
1.36	Assignment.....	
1.37	No Guarantee of Quantities.....	
1.38	Audit of Records.....	
1.39	Civil Rights Compliance.....	
1.40	Record Retention.....	

---

**ADMINISTRATIVE AND GENERAL INFORMATION (Continued)**

1.41 Record Ownership.....Page 30  
1.42 Content of Contract/Order of Precedence.....  
1.43 Contract Changes.....  
1.44 Substitution of Personnel.....  
1.45 Governing Law.....  
1.46 Claims or Controversies.....  
1.47 Proposer's Certification of OMB A-133 Compliance..... Page 31

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

2.1 Scope of Work/Services.....Page 31  
2.2 Period of Agreement..... Page 33  
2.3 Price Schedule.....  
2.4 Deliverables.....  
2.5 Location.....  
2.6 Proposal Elements.....  
    2.6.1 Financial.....  
    2.6.2 Technical.....

**PART III. EVALUATION**

3.1 Financial Proposal..... Page 37  
3.2 Technical Proposal.....

**PART IV. PERFORMANCE STANDARDS**

4.1 Performance Requirements..... Page 39  
4.2 Performance Measurement/Evaluation.....

**PART V. FEDERAL CLAUSES**.....Page 57

**ATTACHMENTS**

A Location Maps..... Page 40  
B Proposal Form..... Page 45  
    Affidavit..... Page 47  
B-1 Pricing Schedule Example..... Page 48  
B-2 Bidders Organization..... Page 49  
B-3 Corporate Resolution..... Page 50  
C Insurance Requirements..... Page 51  
D Sample Contract..... Page 53

# REQUEST FOR PROPOSAL FOR

## FULL SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE FOR THE BATON ROUGE METROPOLITAN AIRPORT

### 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 FULL-SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE at the Baton Rouge Metropolitan Airfield (Airport). 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, and the Airport.

##### 1.1.1 Purpose

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

Full-Service Landscaping and Irrigation System Maintenance for the Baton Rouge Metropolitan Airport.

##### 1.1.2 Goals and Objectives

The Baton Rouge Metropolitan Airport is seeking to revitalize our existing numerous flower bed locations around the property and to repair & maintain an irrigation system that spans the terminal front and portions of Veterans Memorial Boulevard. Securing and maintaining a vendor for these services will ensure the Airport has vibrant and fresh green spaces.

**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>
<i>RFP issued</i>	<i>April 4, 2024</i>
<i>Mandatory Pre-Proposal Meeting</i>	<i>April 19, 2024 @ 9:00 AM</i>
<i>Deadline to receive written inquiries</i>	<i>April 25, 2025</i>
<i>Deadline to answer written inquiries</i>	<i>May 2, 2024</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>@ May 8, 2024 at 2:00 PM CST</i>
<b>Selection Committee Meets</b>	<b>To be scheduled if City-Parish determines necessity</b>
<i>Airport Commission Meets</i>	<i>June 4, 2024</i>
<i>City Parish Metropolitan Council Meets</i>	<i>June 12, 2024</i>
<i>City Parish Metropolitan Council Meets</i>	<i>June 26, 2024</i>
<i>Contract Initiation</i>	<i>July 1, 2024 (Estimated Start Date)</i>

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

**1.4 Proposal Submittal**

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

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

Proposal Name: Full-Service Landscaping and Irrigation at the Baton Rouge Metropolitan Airport  
 Solicitation No.: 2024-02-0910  
 Proposal Opening Date & Time: May 8, 2024 at 2:00 PM

**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 emailed to [020910LandscapBRairport@brla.gov](mailto:020910LandscapBRairport@brla.gov). Any questions must be submitted no later than April 25, 2024 5:00 p.m. (CST), to [020910LandscapBRairport@brla.gov](mailto:020910LandscapBRairport@brla.gov). All questions will be responded to in writing or via addendum no later than May 2, 2024 5:00 p.m. (CST),

Any Proposer or anyone on its behalf shall not contact any employee of the airport, Member of the Selection Committee, Metropolitan Council Member, or Airport Commission Member 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 (Not to Exceed 25 Pages)**

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 Airport 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 the Airport.
- 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.

**INSTRUCTIONS FOR COMPLETING "REQUEST FOR PROPOSALS FOR THE GREATER BATON ROUGE AIRPORT".**

- 1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "subcontractor".
- 1b. Indicate in this block the mailing address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block whether the address shown is for the "main office" or "branch office".
- 1c. Indicate in this block the actual street address of the specific office that will be performing the work on the project.
2. Indicate in this block the complete project name and R.F.P. project number, and any other project numbers provided in the public notice.

- 3a. Indicate in this block the name, title, any relevant state license or registration number, telephone number, fax number, and email address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 3b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4a. If applicable, indicate any of the firm's relevant Louisiana License or Registration number and the date granted. For an individual or non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. Failure to attach the required Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4b. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.
5. Indicate in this block by discipline and number all employees presently employed at the work location (Item 1b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

If applicable, write in any other additional disciplines not specifically listed you deem necessary and/or intend to utilize to meet the Scope of Services contained in this RFP. In all cases indicate the total number of people to be utilized the need the Scope of Services. For National firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item 1b for this project, the firm shall submit the requested information on said personnel and indicating the location of their office(s) and may utilized a separate Request for Proposal to achieve this goal.

6. The "Prime" Vendor shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1b). **The prime must perform more than fifty percent (50%) of the work.** Additionally, all contractor/subcontractors shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime. The prime and contractor/subcontractor percentage of the work shall total 100% (see Item 5).
7. The "Prime" Vendor shall list in this block the name(s) of the various subcontractors or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the subcontractor(s) will be performing, and the percentage of the total work that will be performed by the subcontractor. Additionally, the prime and subcontractors shall indicate in the appropriate block the prime's previous working relationships with the subcontractor or associate listed.

If the Prime and listed subcontractors are selected for the project, and the Prime chooses to use another subcontractor in lieu of the subcontractor listed, the Prime must submit in writing to the Greater Baton Rouge Airport District the reason for the requested change. The Airport District may then concur or deny the requested change.



8. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any subcontractors or associates, if applicable. The individual who is the contact person (Item 3a) shall also be indicated in the organizational chart and their relationship to the project team.
9. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 5) on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item 1b) or clearly identify alternate office location, and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if certified as an Airport Wildlife Biologist show the year that such certification was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)
10. In this block the respondent shall list the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1b). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
11. The respondent may list up to seven (7) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects, which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
12. The respondent must list in this block, all City-Parish projects which have been awarded the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the Selection Committee for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

8. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any subcontractors or associates, if applicable. The individual who is the contact person (Item 3a) shall also be indicated in the organizational chart and their relationship to the project team.
9. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 5) on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item 1b) or clearly identify alternate office location, and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if certified as an Airport Wildlife Biologist show the year that such certification was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)
10. In this block the respondent shall list the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1b). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
11. The respondent may list up to seven (7) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects, which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
12. The respondent must list in this block, all City-Parish projects which have been awarded the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the Selection Committee for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

7. List Subcontractors/Associates to be utilized on this project. Attach a Request for Proposal for each Subcontractor/Associate. A Subcontractor/Associate not listed here may be utilized on this project only after obtaining written concurrence from the Baton Rouge Metropolitan Airport or other User Agency, if applicable.

Name and address	Specific responsibilities and scope of work on this project	Approximate % of work this project	Worked with Prime before (yes or no)
1.			
2.			
3.			
4.			
5.			

8. Project organization chart. Identify the key personnel and their responsibilities for this project. Include Subcontractors/Associates as appropriate.

**9. Brief resume of key personnel. These must be employed by the Prime or Subcontractor/Associate and work at the official address listed (item 1c or clearly identify alternate office location).**

<p>a. Name and title</p>	<p>a. Name and title</p>
<p>b. Position or assignment for this project</p>	<p>b. Position or assignment for this project</p>
<p>c. Years professional experience With this firm      With other firms</p>	<p>c. Years professional experience With this firm      With other firms</p>
<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>	<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>
<p>e. Specific experience and qualifications relevant to this project</p>	<p>e. Specific experience and qualifications relevant to this project</p>

**10. List five largest current projects under contract or under contract negotiations that are being (or will be) performed at the official address listed in Item 1c.**

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's Responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				
5.				

11. List all projects your firm has performed at the official address listed in Item c within the past 10 years that are similar or comparable to the proposed project. Please include pictures of each project in your proposal.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's Responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				

12. List all City-Parish projects which have been awarded to applicant as a prime during the past three (3) years.

a. Project Type or Name Project Description Name of Principal-in-Charge, Client Contact Person and Phone Number	b. Nature of firm's Responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (a) or Estimated (e) completion date
1.				
2.				
3.				
4.				
5.				



13. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to the various items specified in the Request for Qualifications Evaluation Criteria (Section "C") and the stated scope of work should be included. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.

<b>REQUEST FOR PROPOSAL FOR THE GREATER BATON ROUGE AIRPORT DISTRICT - Subcontractor/Associate</b>	<b>1a. Official name of firm</b>  <b>1b. Official mailing address</b>	<b>2. Name and identification of Project on which submitting:</b>
	<b>1c. Official street address</b>	<b>3b. I certify that the following information is accurate and complete to the best of my knowledge.</b>  Signature: _____ Date: _____
<b>3a. Principal to contact (must be same person certifying Item 3b).</b>  Name: LA Registration No.: Telephone No.: Fax No.: E-Mail:		<b>4b. East Baton Rouge Parish current occupational license number</b>
<b>4a. Firm's LA registration number and date granted (note: Attach a copy of registration certification)</b>		
<b>5. Personnel by discipline (list each person only once, by primary function).</b>		
___ Administrative ___ Architects ___ Civil Engineers ___ Construction Inspectors ___ Draftsmen/CADD Operators ___ Designer/Technician ___ Ecologists	___ Electrical Engineers ___ Engineer-In-Training ___ Environmental Engineers ___ Estimators ___ Geologists ___ Geotechnical Engineers ___ Interior Designers	___ Landscape Architects ___ Land Surveyor-In-Training ___ Mechanical Engineers ___ Professional Land Surveyors ___ Sanitary Engineers ___ Specification Writers ___ Structural Engineers
		___ Survey Chainmen ___ Survey Party Chief ___ Survey Rodmen ___ Transportation Engineers ___ Biologist ___ Total Personnel
<b>6. Indicate the area(s) of responsibility for this project.</b>		

<p><b>9. Brief resume of key personnel. These must be employed by the Prime or Subcontractor/Associate and work at the official address listed (item 1c or clearly identify alternate office location).</b></p>	
<p>a. Name and title</p>	<p>a. Name and title</p>
<p>b. Position or assignment for this project</p>	<p>b. Position or assignment for this project</p>
<p>c. Years professional experience With this firm      With other firms</p>	<p>c. Years professional experience With this firm      With other firms</p>
<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>	<p>d. Active registration: state/discipline/license number or applicable certifications for inspectors</p>
<p>e. Specific experience and qualifications relevant to this project</p>	<p>e. Specific experience and qualifications relevant to this project</p>

9. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.

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

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

**Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.

**Small Entrepreneurships (MBE/SBE/WBE) Initiative:** Address how the vendor intends to utilize small entrepreneurships in conducting the work, 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.

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

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

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is 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 his 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 Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

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

A mandatory pre-proposal meeting will be held in-person in the 1<sup>st</sup> Floor Conference Room located in the terminal of the Baton Rouge Metropolitan Airport on April 19, 2024 at 9:00 a.m. (CST) 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 Periods**

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

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

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to 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://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. Central Bidding site: <http://www.centralauctionhouse.com> **NOTE: This RFP is not available to submit proposals or inquiries online via LaPAC or Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the bid.**

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

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

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

Inquiries concerning this solicitation may be delivered by email 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: [020910LandscapBRairport@brla.gov](mailto:020910LandscapBRairport@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 (paper content only) 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, preparing for oral presentations, 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 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 D 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.

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 [redacted] 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**

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. The contract will be issued with a maximum (not to exceed) total contract price. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **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**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

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.

#### **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 Contractor's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor'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 **Part V Federal Clauses** 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 the contract is to provide landscaping, irrigation and ornamental shrub/tree maintenance in the flower beds and Monte Sano Bayou at the Baton Rouge Metropolitan Airport as depicted on the attached maps in Attachment A. The successful contractor will perform all work in accordance with the schedule set by the Airport. A proposed schedule is to be submitted and will be considered in the grading process.

There are approximately 40 flower beds of various sizes that require maintenance at various locations around the airport. Additionally, there are a number of trees of various varieties that also need to be maintained. Among the varieties of plants and trees are: Muhly Grass, Texas Blue Star, Bursting Heart, Native Canna, Echinacea, Hibiscus, Louisiana Iris, Orange Milkweed, Rudbeckia, Salvia, Switch grass, Common Rush, Weeping Willow, Verbena, Azaleas, Indian Hawthorn, Crepe Myrtles, Willow Trees, Bald Cypress and others.

**Seasonal Color Beds** – Bed preparation will be performed prior to each seasonal color rotation, which shall be at a minimum of twice per year. Beds will be maintained on a regular basis to insure the full impact of planting. Weed control, insect and disease control, pruning or pinching is to be included.

Replacement plants and bedding material will be installed on an as needed basis after approval from the Airport. This will be considered as an extra cost item with plants being charged on an individual and a square foot rate for bed preparation.

**Ornamental Shrubs and Trees**- Fertilization of ornamentals shall be fertilized in accordance with the specific needs of the plants in order to maintain a healthy and vigorous condition. A formulated complete fertilizer containing at least 50% slow-release nitrogen shall be used at least twice per year.

**Inspect and Disease Control** – Treatment of pests will be done on a case-by-case basis in accordance with EPA approved products. Spraying schedule shall be at a minimum be done in the spring and fall. Crepe Myrtles shall be inspected monthly and sprayed additionally as needed.

**Pruning** – All ornamentals shall be pruned in accordance with standards of good practice and in accordance with the intended function of the plants.

**Weed Control** – Shall be done continuously. The preferred method shall be primarily hand weeding. Secondary methods that include pre and post emergent chemicals are acceptable to control weed emergence and growth.

**Turf Insect & Disease Control** – Shall be applied as needed using approved materials under the direction of a certified applicator.

Debris Control – All debris resulting from work performed by the contractor shall be removed prior to the Contractor departing from the airport upon each visit.

Pine Straw Ground Cover – All flower beds and ornamental trees will have pine straw installed twice a year. This will be considered as an extra cost item to be charged on a per bale basis.

Irrigation – Must be able to provide a complete irrigation management program to include: inspection, monitoring, repairs, and installation of new systems.

### **New Landscaping and Irrigation**

Any new landscaping or additions to the landscape size will be priced per square foot to maintain on a monthly basis. Plants and bedding material will be on an as needed basis after approval from the Airport. This will be considered as an extra cost item with plants being charged on an individual and a square foot rate for bed preparation.

Any new irrigation or additions to the irrigation size will be priced per linear foot to maintain on a monthly basis. Irrigation material will be on an as needed basis after approval from the Airport. This will be considered as an extra cost item with irrigation being charged on an individual and by the foot rate for irrigation preparation.

The Contractor/Subcontractors:

The vendor may not have been in violation of any licensing requirements within the last twelve (12) months and shall provide proper insurance as required by the City/Parish Purchasing Department.

Vendor must currently hold and provide copies of all licenses necessary to meet contract requirements at the time submittals are submitted. (Landscape Contractors, Horticulture Services, Certified Pesticide Applicator, Ornamental Turf, Irrigation Certification, and Louisiana State Board for Contractors.

The Airport requires that employees shall be uniformed with a company logo and all company vehicles and trailers must also be marked with company logos. Additionally, a supervisor shall be on-site and available to respond immediately to any landscape management request while work is being performed.



## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about July 1, 2024 and shall end on or about June 30, 2025 (a period of one year) with the option to renew for two (2) one year periods under the same terms, conditions and pricing.

## **2.3 Price Schedule Example**

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

## **2.4 Deliverables**

The deliverables 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**

All work is to be performed on property owned by the Greater Baton Rouge Airport District and/or City-Parish. (See attachment A for specific locations.)

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration 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:

- Plans and/or schedule for implementation
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's understanding of the nature and scope of this project.

- Copies of the required license as addressed in section 2.1.

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

### **PART III EVALUATION – EVALUATION CRITERIA FOR REQUEST FOR PROPOSALS**

**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 Greater Baton Rouge Airport Commission and City-Parish Metropolitan Council for authorization to enter into a contract.

### **SELECTION PROCESS**

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 Airport for approval. The Airport reserves the right to accept or reject any Selection Committee recommendation. The Airport 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. On the first ballot and based on their respective scoring, each member shall then vote for his top three firms in accordance with the following weighted voting schedule:
  - a) Three points for the first rated firm
  - b) Two points for the second rated firm
  - c) One points for the third rated firm

Each member shall sign and turn in both their score card and ballot sheet to the selection board recorder.

4. The score of all firms shall then be totaled and up to the top three (3) highest ranking proposers shall then be considered for subsequent round(s) of balloting. In the case of a tie, the tied firms shall be considered in the subsequent rounds as well.
5. On the second ballot, each member of the Selection Committee shall then vote for only one (1) proposer from the list of the top three (3) highest ranking proposers. For a proposer to be selected it must receive a simple majority of the votes being cast by the Selection Committee members voting.
6. If a firm does not receive a simple majority, an additional ballot shall be taken with the top two (2) highest ranking proposers, as described in No. 7 below.
7. Once the top two (2) highest ranking proposers have been obtained, a third ballot (or a fourth ballot, if necessary) shall be taken until one (1) proposer receives a simple majority of the votes being cast. If no proposer receives a simple majority of the votes being cast after these two (2) rounds of balloting, the following tie breaking procedure shall be followed:

**1st Tie Breaker:** The first tie breaker shall be the total number of votes the proposer received on the first-round ballot. If both proposers received the same number of total points the second tie breaker shall be utilized.

**2nd Tie Breaker:** The second tie breaker shall be the total number of points each proposer received during the evaluation process. If both proposers received the same number of points, the following tie breaker shall be utilized.

**3rd Tie Breaker:** The Director of Aviation shall select one of the two firms.

8. The Selection Committee reserves the right to discuss the proposers being considered prior to any voting or balloting.
9. Following the acceptance of a proposal, the selected Proposer and the Airport 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 on behalf of the Greater Baton Rouge Airport District would be obligated.

**Selection Committee  
Score Card**

<b>SCORECARD FACTORS</b>	<b>Weight/Pts</b>	<b>Max Total Pts</b>
<b>Firm/Team Qualifications and Experience</b>		<u>1-25 pts</u>
<ul style="list-style-type: none"> <li>• Firm/Team shall be evaluated based on project specific experience and resources.</li> <li>• Primary focus should be on Prime Consultants Experience however the other team members must be considered.</li> </ul>		25
<b>Key Personnel Qualifications and Experience</b>		<u>1-25 pts</u>
<ul style="list-style-type: none"> <li>• Specific Personnel Experience with Similar Projects must be considered</li> <li>• While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Principals...</li> </ul>		50
<b>Local Project Experience</b>		<u>1-15 pts</u>
<ul style="list-style-type: none"> <li>• Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal.) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</li> </ul>		65
<b>Proposal/Understanding</b>		<u>1-15 pts</u>
<ul style="list-style-type: none"> <li>• Firm/Teams RFQ should identify understanding of project scope the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.</li> </ul>		80
<b>Compatibility (firm size related to project magnitude)</b>		<u>1-5pts</u>
<ul style="list-style-type: none"> <li>• Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload.</li> </ul>		85
<b>MBE/SBE/DBE Participation Commitment</b>		<u>1-15pts</u>
<ul style="list-style-type: none"> <li>• Use of a sub-contractor that is a MBE/SBE/DBE for <u>15</u>% of the contract</li> </ul>		100
<p><b>Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.</b></p>		

## PART III EVALUATION

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

### 3.1 Financial Proposal

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.

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 following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

	<b>Points</b>
• Firm's Qualifications and Experience	25pts
• Key Personnel's Qualifications and Experience	25pts
• Proposals Understanding	15pts
• Proposed Fee	15pts
• Firms Size Related to Project Magnitude	5pts
• MBE/SBE/DBE Participation Commitment	15pts

**Grand Total for Written Proposal**

**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://www.cfprd.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 entrepreneurships by the Proposer in writing no less than five working days prior to the date of proposal deadline.

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

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

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

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Work shall be performed according to the scope and schedule.

### **4.2 Performance Measurement/Evaluation**

The Airport will have a representative designated as the primary point of contact who will coordinate all work with the contractor. Upon completion of work the contractor will notify the Airport's representative and advise the work is done. The representative will inspect the site to ensure it is complete and meets the contract standards. Should work not meet the standards the contractor will be notified within 3 business days.

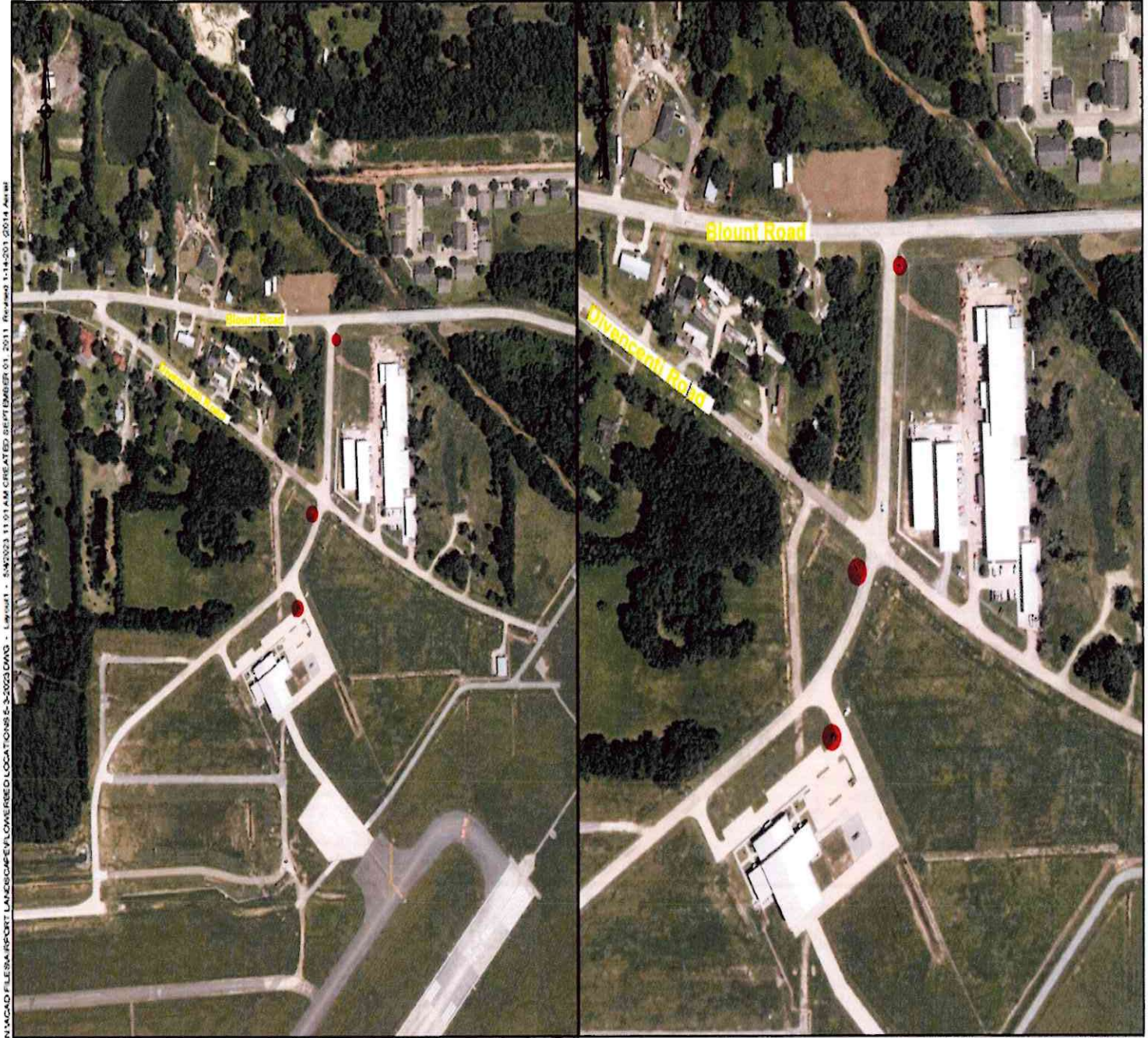


# **Attachment A**

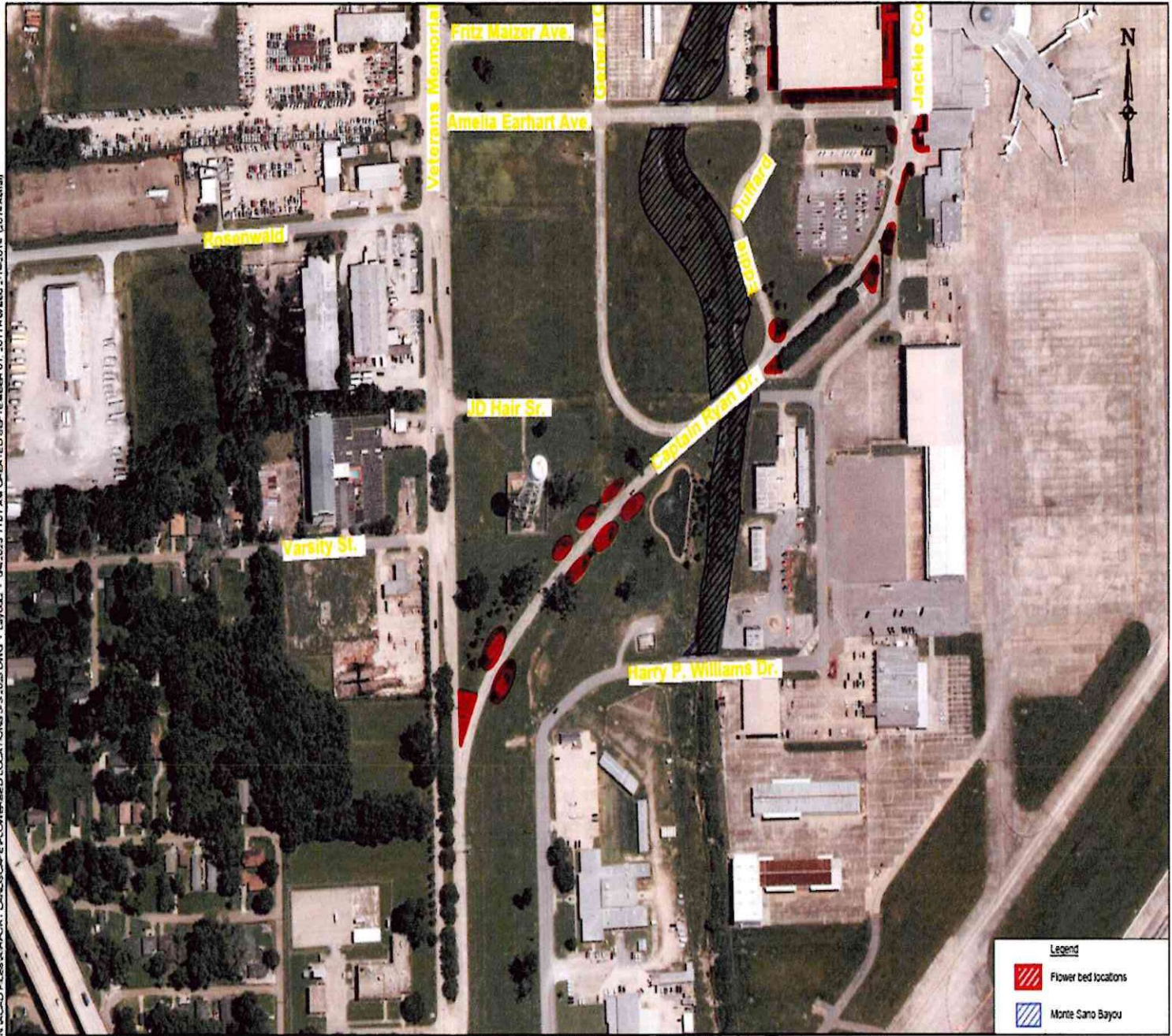
## **Location Maps**

***FULL-SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE FOR  
THE BATON ROUGE METROPOLITAN AIRPORT***





Blount Road & Airpark Boulevard



Terminal Frontage roads



Veterans Blvd & Cellphone lot



Terminal Frontage Rds & Veterans Blvd



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

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

Sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until May 8, 2024 at **2:00 PM** CST in Room 826, of the City-Parish City Hall Building, 222 St. Louis St., Baton Rouge, Louisiana, 70802 Immediately after 2:00 PM of the same day and date proposals will be publicly opened in Room 826 of the City Hall.

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:

**FULL-SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE  
FOR THE BATON ROUGE METROPOLITAN AIRPORT**

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 July 1, 2024 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.

*(NOTE: may or may not be required for all proposals)* Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$ \_\_\_\_\_ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

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 Contractor 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)

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

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

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

\_\_\_\_\_

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_  
receiving value for services rendered in connection with:

**FULL-SERVICE LANDSCAPING AND IRRIGATION SYSTEM MAINTENANCE  
FOR THE BATON ROUGE METROPOLITAN AIRPORT**

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

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

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

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

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



**APPENDIX B-1  
PRICING SCHEDULE**

List all pricing details here or in a format similar to this schedule.

One-time costs:

1. One-time license costs: \_\_\_\_\_
2. One-time installation costs (produce set up): \_\_\_\_\_
3. One-time customization & implementation costs: \_\_\_\_\_
4. One-time training costs: \_\_\_\_\_
5. Other one-time costs (define): \_\_\_\_\_

Recurring Costs:

1. Annual license costs, if any: \_\_\_\_\_
2. Annual support/maintenance costs: \_\_\_\_\_
3. Other recurring costs (define): \_\_\_\_\_

Other Costs:

1. Professional Service Rates\* (a single hourly rate is required here):  
\_\_\_\_\_

*This Pricing Schedule is expected to vary for each RFP. Contact our office for assistance in developing, if required.*



**PROPOSER'S ORGANIZATION**

PROPOSER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

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

A LIMITED LIABILITY COMPANY

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

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

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

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

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

A CORPORATION

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

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

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

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

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

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

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

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

**CORPORATE RESOLUTION**

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

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

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

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

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

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

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



**ATTACHMENT C  
INSURANCE REQUIREMENTS  
for Janitorial Services at the Baton Rouge Metropolitan Airport**

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
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Exp	\$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	\$300,000 Combined Single Limit Each Occurrence (Minimum)
--------------------------------------	---

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

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

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

**D. Excess Umbrella Liability Coverage**

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

Bodily Injury and

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

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

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

G. The Certificate Holder should be shown as:

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

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

**NOTE TO PROPOSERS:**

- 1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.
- 2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.

**Attachment D**

Sample Contract for (insert RFP name here)

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services (“Agreement”) is entered into by and between the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District (“Airport”) and [REDACTED] (“Consultant”) who both hereby in consideration of the mutual covenants of this Agreement agrees as follows:

**1. Scope of Services**

The Consultant shall provide [REDACTED] more fully described in the attached Exhibit “A”.

The City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District may from time to time request changes in the scope of the Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultants compensation which may be mutually agreed upon by the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District and Consultant shall be incorporated in written amendments to this Contract.

**2. Term**

The Contract for Professional Services shall be made effective on \_or about July 1, 2024 and shall end on\_ June 30, 2025 .with the option to renew by mutual consent by both parties for 2 additional 12 month periods under the same terms, conditions and pricing.

**3. Billings, Compensation and Status**

Consultant acknowledges that it is an independent consultant and is responsible for all project related taxes and there shall be no withholding of taxes by the Airport. The Consultant understands, acknowledges and Consultant agrees that none of its employees shall be an employee of the Airport and tha t none of its employees shall have, be entitled to or receive any of the benefits afforded to the employees of the Airport.

The fees for professional services under the above scope of services is not to exceed \$ 150,000 . Consultant will bill the Airport on a monthly basis. Each invoice shall set forth the nature of work performed.

Consultant’s statements are due and payable upon receipt, and shall be paid in full within thirty (30) days of the statement date. Consultant reserves the right to cease representation if a statement remains outstanding for more than one hundred twenty (120) days.

**4. Progress Reports and Notices**

Consultant shall provide progress reports and final reports to the Director of Aviation upon request.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery by certified mail, postage prepaid, or recognized overnight delivery services.

If to Consultant: **NAME AND ADDRESS HERE**

If to City of Baton Rouge/Parish of East Baton Rouge  
On behalf of the Greater Baton Rouge Airport District:

Mike Edwards, Director of Aviation  
Greater Baton Rouge Airport District  
9430 Jackie Cochran Drive  
Baton Rouge, LA 70807

#### **5. Final Agreement**

This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

#### **6. Ownership of Documents**

The Airport shall own any and all documents, research, plans and files of any nature whatsoever utilized in connection with the performance of services under this contract. All such records shall be available for copying or inspection by the Airport upon request to do so.

#### **7. Termination**

Either party may terminate this contract by giving thirty (30) days advance written notice by certified mail to the address shown above or to the last known address of the other party. In the event of the termination, Airport will be liable to Consultant for only those services that have been rendered prior to the date of mailing of such notice.

- A. In the event of termination of any or all of the work provided for under this contract, the Consultant shall be paid a proportionate part of the fee for the work and services actually completed as of the date of termination.
- B. In the event the Consultant shall fail to perform the work within the time herein provided Airport may, at its sole option, consider the services of the said Consultant terminated, and, upon written notice thereof by certified mail to the Consultant of such termination, shall not be liable for payment for Professional Services submitted after the date; provided, however that upon application by the Consultant, Airport in the event of extenuating circumstances, may, at its sole discretion, expressly grant in writing an extension of time to the Consultant.

#### **8. Right to Audit**

This agreement shall permit an authorized representative(s) of the Airport to periodically inspect and audit any and all data and records of the Consultant relating to the Consultant's performance under this agreement.

#### **9. Independent Contractor Obligation**

Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to it as an independent contractor hereunder. Consultant 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.

#### **10. Indemnity**

Consultant agrees and stipulates that it shall indemnify and hold the Airport, its agents, employees and representatives free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expenses relating to the defense of any such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Consultant or sub-consultant to the extent due to any negligent act, error or omission of Consultant, Consultant's, agents, representatives, employees or sub-consultant's.

## **11. Insurance**

The Consultant and its sub-consultants shall procure and keep in effect at all times during the term of this Contract insurance in accordance with this subsection of the Contract.

Consultant shall cause certificates of insurance(s) or if requested, certified copies of any insurance policy(s) or endorsement(s) to be furnished to Airport. Any insurance provided by Consultant, shall be provided by policies issued by a company or companies of sound and adequate financial responsibility of no less than an A- rating according to the Best's Key Rating Guide and which are approved by the District and/or the City of Baton Rouge and Parish of East Baton Rouge and licensed to do business in Louisiana.

Consultant and its sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work.

- A. Standard Workers Compensation – Full Worker's Compensation statutory liability for the State of Louisiana with Employer's Liability coverage in full compliance with Louisiana State Law.
- B. Commercial General Liability coverage shall be provided with limits of no less than One Million Dollars (\$1,000,000.00) for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if the coverage's apply exclusively to this agreement.
- C. Automobile Liability coverage shall be provided with limits of not less than One Million (\$1,000,000.00) for any one occurrence. Coverage's are to include all owned, hired and non-owned automobiles.

The following shall be named as Additional Insured(s) under said policy of insurance:

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

The following Waiver of Subrogation in favor of the City of Baton Rouge, Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District, shall be added to the Standard Worker's Compensation insurance policy: "Consultant, their agents, employees and insurer(s) hereby release the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District, their 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 Consultant, sub-consultants, their agents or insurers may sustain incidental to or in any way related to Consultant's or sub-consultant's operation under this Contract."

Consultant's insurance certificate(s), policy(s), endorsement(s) shall be filed with the City Parish-Purchasing Division for approval by the time of the execution of the Agreement by Consultant, but in any event not later than fifteen (15) calendar days after receipt of notification of award, and prior to beginning any work under this contract."

## **12. No Cross Claim Exclusion**

Any insurance provided by Consultant or sub-consultant shall not include any term, provision, exclusion or endorsement which in any way excludes or diminishes coverage on any claims made by Airport against Consultant or sub-consultant.

## **13. Anti-Kickback**

Salaries of Consultant's employees performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (Title 18 U.S.A., Section 874) and as supplemented in the Department of Labor Regulations (29 CFR, Part 3). The Consultant and sub-consultant shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all agreements covering work under this contract to ensure compliance by sub-consultant with such regulations, and shall be responsible for the submission of affidavits required of sub-consultant thereunder except as the Secretary of Labor may specifically provide for variations of or exemption from the requirement thereof.

**14. Nondiscrimination**

- (a) Consultant and sub-consultant hereby agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1973, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, title IX of the Education Amendments of 1972, and Consultant agrees to abide by the requirements of the Americans with Disabilities of Act of 1990.
- (b) Consultant and sub-consultant hereby agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, national origin, and veteran status, political affiliation or physical disabilities.
- (c) Any act of discrimination committed by Consultant or sub-consultant, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

**15. Assignment**

Consultant shall not assign or transfer any interest whatsoever without the written consent of the Airport.

**16. Severability**

If any provision herein or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the contract and application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions of this contract being severable in any such instance.

**17. Venue and Jurisdiction**

Airport and Consultant agree and stipulate that the exclusive venue and jurisdiction for any action arising from this contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**18. Resolution**

In the event consultant is a corporation, or a partnership, or a limited liability company, then a resolution or certificate of authority shall be attached to this contract as indicating the authority of the person executing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officer's thereunto duly authorized as of the day and year first above written.

**NAME OF COMPANY HERE.**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
**NAME OF WHO WILL BE SIGNING  
TITLE**

**Federal Identification No.** \_\_\_\_\_

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

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
Sharon Weston Broome  
Mayor-President



## **PART V FEDERAL CLAUSES**

### **Definitions:**

**non-Federal entity**- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**federally assisted construction contract** – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

**funding agreement** – agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

**The Contractor/Vendor/Sub-Recipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200.**

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 10/08/21 the simplified acquisition threshold is **\$150,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

**The following clauses are mandatory if Federal Funds are utilized.**

### ***REMEDIES***

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City-Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and such remedies.

## **TERMINATION FOR CAUSE AND CONVENIENCE**

See 1.35.1 and 1.35.2 above.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Contractor agrees as follows:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement 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.

(8) 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.

#### ***DAVIS - BACON ACT COPELAND ANTI-KICKBACK ACT***

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 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.

#### ***CONTRACT WORK HOURS AND SAFETY STANDARDS ACT***

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 unsanitary, 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.

### ***RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT***

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### ***CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT***

The Contractor is required 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 the Environmental Protection Agency (EPA).

### ***DEBARMENT AND SUSPENSION***

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." 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.

### ***BYRD ANTI-LOBBYING AMENDMENT***

Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

***PROCUREMENT OF RECOVERED MATERIALS***

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the 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 item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

***DHS SEAL, LOGO, AND FLAGS***

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

***COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS***

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

***NO OBLIGATION BY FEDERAL GOVERNMENT***

The Federal Government is not a party to this contract 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 contract.

***PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS***

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (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.

**DOMESTIC PREFERENCES FOR PROCUREMENT**

(2 C.F.R. § 200.322)

- a) As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  
- b) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF**, the **Contractor** understands and agrees to the above Federal award provisions.

**CONTRACTOR**

\_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

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

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

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

Use of Funds.

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

Period of Performance. The period of performance for this award begins on the date hereof. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on January 6, 2023, and ends on December 31, 2026.

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

Maintenance of and Access to Records.

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

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

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

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



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

Compliance with Applicable Law and Regulations.

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

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

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

#### Debts Owed the Federal Government.

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

#### Disclaimer.

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

#### Protections for Whistleblowers.

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

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

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