

PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 20___ by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) on behalf of **MAYOR’S OFFICE**, and **SOUTHERN UNIVERSITY, COLLEGE OF BUSINESS BATON ROUGE, LOUISIANA**, hereinafter referred to as “Service Provider”.

Article I: Term

This Agreement shall be for a term commencing July 1, 2023 and terminating June 30, 2024.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Mayor’s Office herein referred to as the “Department” as follows:

Scope of Services are as defined per Attachment “A”, attached and made a part of this agreement.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

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

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

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment “B” shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance.

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

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

Article VII: Cybersecurity Prerequisites

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

Article VIII: Compensation

The City Parish shall pay Service Provider the sum not to exceed \$150,000. This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation.

Article IX: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for at least 3 years.

Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XII: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider 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 the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVI: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

SIGNATURES ON FOLLOWING PAGE

WITNESSES

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

BY: _____
Sharon Weston Broome, Mayor-President

Date: _____

**SOUTHERN UNIVERSITY, COLLEGE OF
BUSINESS BATON ROUGE, LOUISIANA**

BY: _____
(Authorized Signature, printed name)

Date: _____

Approved:

Approved:

**Leslie Chambers, Assistant CAO
Office of the Mayor-President**

Approved as to form:

Office of the Parish Attorney

ATTACHMENT A

Proposal to the City of Baton Rouge / Parish of East Baton Rouge

A&M Agenda: Entrepreneurial and Economic Development Program

LOUISIANA STATE UNIVERSITY OURSO COLLEGE OF BUSINESS,
BATON ROUGE, LOUISIANA

and

SOUTHERN UNIVERSITY, COLLEGE OF BUSINESS BATON ROUGE,
LOUISIANA

PROJECT NARRATIVE

The Entrepreneurial and Economic Development Program will be a joint endeavor led by the College of Business at Southern University Baton Rouge and the E.J. Ourso College of Business at Louisiana State University in Baton Rouge. As part of both Southern and LSU's A&M Agenda, we are requesting funding from the City of Baton Rouge / Parish of East Baton Rouge for the proposed **East Baton Rouge Parish Entrepreneurial and Economic Development Program** in the amount of \$300,000. Our request is for the funds to be fully obligated in the current calendar year and equally distributed between both institutions. The central goal of this project is to expand economic development opportunities across the Parish by leveraging our collective strengths to provide critical support to current and future entrepreneurs, enhance the current business ecosystem in support of small and minority businesses as they bridge the economic and digital divide that exists in our society and increase income and wealth creation opportunities throughout the East Baton Rouge community.

PROJECT GOALS

Leveraging the collective capacity and strengths of both LSU and Southern University, we aim to:

- To develop a comprehensive entrepreneurial program that fosters a positive culture within the Baton Rouge business ecosystem.
- To help small and minority businesses bridge society's economic and digital divide and uplift income and wealth creation opportunities throughout the Baton Rouge community.

OBJECTIVES

Based on the capacity of these two institutions built over the years in the area of economic and entrepreneurial development, we have developed significant experience to work with diverse entrepreneurs in terms of addressing their development goals and objectives. The following four objectives are selected as the scope of work. These include:

- Objective 1: (LSU/SUBR) Provide technical assistance and training on entrepreneurship and innovation to Small and Minority Businesses
- Objective 2: (SUBR) Assist the City of Baton Rouge in identifying and supporting workforce talent, including thorough creation of workforce and professional leadership development training program
- Objective 3: (SUBR) Conduct and disseminate applied research to address challenges, meet specific needs, or solve problems identified by the City / Parish.
- Objective 4: (LSU/SUBR) Assist the limited resource entrepreneurs in removing barriers and finding funding solutions to major problems to support their business and entrepreneurial endeavors.

ACTIVITIES

The project objectives will be accomplished through the following activities:

Activities to accomplish Objective 1: Providing technical assistance and training on entrepreneurship development.

- a. (SUBR) Enhance entrepreneurial curriculum that will incorporate the work of the Venture Mentoring Service (VMS) and Entrepreneurship Development Program (EDP) at the Massachusetts Institute of Technology (MIT) in developing opportunities for entrepreneurial development in the City of Baton Rouge targeting Students Faculty and Limited Resource Small and Minority Entrepreneurs. This program will be fully implemented using team mentoring based on the MIT Model.
- b. (LSU) Expand access to and participation in the Ourso College's Baton Rouge [Community Entrepreneurship and Adversity Initiative](#) (Bootcamp for Entrepreneurs). This is an existing initiative of LSU's Stephenson Entrepreneurship Institute that consists of six-week training program

called the Bootcamp for Entrepreneurs and follow-up consulting projects open to all adult entrepreneurs—visionaries with ideas, early-stage ventures, and growing businesses. Topics covered in the Bootcamp for Entrepreneurs address all facets of a successful venture. They range from developing a viable business concept and understanding target markets to designing a profit model, setting up operations properly, marketing your venture, and understanding fundamental financial analysis. The underlying focus is thinking and acting in entrepreneurial ways, including doing more with less and growing a business with minimal resources. The approach is interactive, and entrepreneurs are encouraged to bring business ideas and challenges into the class discussions.

- c. (SUBR) Organize a Business and Entrepreneurial Advancement Program (BEAP) for training students, faculty, entrepreneurs, businesses, and community leaders that includes six weeks of training and team mentoring.
- d. (SUBR) Provide the mentoring service network from successful business owners and professionals in developing connections to community resources.

Activities to accomplish Objective 2: Assisting the City of Baton Rouge in identifying, and supporting workforce talent, including through creation of workforce and professional leadership development training programs.

- a. (SUBR) Based on the Memorandum of Understanding signed between the Southern University and A&M College System, partner with the IBM Skills Academy to foster interest in entrepreneurs, businesses and the communities.
- b. (SUBR) In accordance with the above agreement with IBM, organize five train the trainer (T3) workshops in areas of Artificial Intelligence, Cloud computing, Cybersecurity, Data Science, and Design Thinking.
- c. (SUBR) Provide courses and certifications to at least 50 businesses over the one-year period to enhance their technology skills in order to help them prepare for the dramatic changes in the economy.
- d. (LSU/SUBR) Organize an Annual Event Entitled “Baton Rouge Small and Minority Business Day.”

Activities to accomplish Objective 3: Conducting, sharing and disseminating applied research to address challenges, meet specific needs, or solve specific problems.

- a. (LSU/SUBR) Leveraging the capacity of Louisiana Small Business Development Center network, establish and conduct survey of small business activity in areas prioritized by the City / Parish.
- b. (SUBR) Conduct at least four applied research projects such as impact analysis and business feasibility studies over the one-year period.
- c. (SUBR) Engage our faculty and staff that have expertise in the area of economic development for developing input-output and econometric models for forecasting future trends in the regional economy in an effort to understand trends and better prepare business for the economy of the future.
- d. (LSU/SUBR) Disseminate institutional research findings that help address specific challenges or needs in building and supporting an entrepreneurial culture in the community.

Activities to accomplish Objective 4: Assisting the limited resource entrepreneurs in removing barriers and finding funding solutions to major problems to support their business and entrepreneurial endeavors.

- a. (LSU/SUBR) Leveraging the capacity of the Louisiana Small Business Development Center network, provide Small Business and Entrepreneurial Support for the following Zip Codes: 70807, 70811, 70805, 70814, 70802, 70806, 70814.
- b. (SUBR) Organize at least three professional and strategic leadership development training programs over the period to help businesses identify resource needs.
- c. (SUBR) Provide at least three training programs over the period focusing on core business awareness and financial knowledge.
- d. (SUBR) Provide mentoring service from successful business owners, develop connections to community resources, and explore possibility for a microcredit program.
- e. (LSU/SUBR) Provide a business plan competition development program.

STAFFING RESOURCES

Southern University

The leadership and staff in the form of a steering committee will spearhead the project. In addition, other experts and assistants critical for the successful completion of the project will be engaged in implementing the different planned activities.

The key project personal in the College of Business at Southern University Baton Rouge include Dr. Ghirmay Ghebreyesus, Chair of the Department of Accounting, Finance and Economics, Dr. Kimberly Powell, Interim Chair Management and Marketing Department, Dr. Derrick Warren, Associate Dean and Director of Graduate Programs, Ashagre Yigletu Dean Graduate School and Dr. Donald R. Andrews, Dean College of Business will oversee the project for its effective implementation for SUBR. The Southern University program enlists the inclusion of the resources of the Southern University Law Center to include the Minority Business Development Center, the Incubation Center and other resources such as the Connecting Minority Community program. In addition, we will seek the support of the Louisiana Small Business Development Center at Southern University Baton Rouge.

Louisiana State University

LSU's action items in the proposed program will be coordinated though the E.J. Ourso College of Business' [Stephenson Entrepreneurship Institute](#) and faculty and staff in the College will work closely with leadership form the University's Office of Research and Economic Development (ORED). ORED also serves as the host organization for the [Louisiana Small Business Development Center](#) network which coordinates activities for each of Louisiana's small business development centers.

Resources from the proposed funding request will be used cover personnel and operational costs required for fulfillment of the identified action items.

SUBR BUDGET NARRATIVE (Under Development)

Total Budget 06/01/2023 - 05/31/2024

The following table shows the itemized budget including Federal, non-Federal cash, non-Federal in-kind, and total amounts allocated to each budget line item—for the period.

Southern University Budget Budget, 06/01/2023 - 05/31/2024 (12 Months)

Object Class Categories	Federal Cash	NonFederal Cash	Non-Federal In-kind	Total
a. Personnel		\$60,000		\$60,000
b. Fringe Benefits		22,272		22,272
c. Travel		2,000		2,000
d. Equipment		5,000		5,000
e. Supplies		5,728		5,728
f. Contractual		40,000		40,000
g. Construction		0		0
h. Other		0		0
i. Total Direct Charges		135,000		135,000
j. Indirect Charges @ 10%		15,000		15,000
k. TOTALS		\$150,000		\$150,000
Program Income		0	0	0

LSU BUDGET NARRATIVE (Under Development)

Total Budget 06/01/2023 - 05/31/2024 (Only a sample)

The following table shows the itemized budget including Federal, non-Federal cash, non-Federal in-kind, and total amounts allocated to each budget line item—for the period.

LSU Budget Budget, 06/01/2023 - 05/31/2024 (12 Months)

Object Class Categories	Federal Cash	NonFederal Cash	Non-Federal In-kind	Total
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct Charges				
j. Indirect Charges				
k. TOTALS		\$150,000		\$150,000
Program Income		0	0	0

ATTACHMENT B

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

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

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

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

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

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

F. 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

ATTACHMENT C

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS (2 C.F.R. § Pt. 200, App. II)

CHECK HERE TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ARE BEING USED FOR THIS CONTRACT/PROFESSIONAL SERVICE AGREEMENT

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

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

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

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

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

- a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

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

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

- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

CONTRACTOR

BY: _____
(Authorized Signature, printed name)

Date: _____