



THE EBR REDEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

LEGAL SERVICES

ISSUE DATE: November 14, 2025

PROPOSALS DUE: December 15, 2025 by 11:59 PM Central Time

(Late proposals will not be accepted)

Point of Contact: Marlee P. Miller, Vice President and COO of Build East
Baton Rouge, info@buildbatonrouge.org

Please direct all questions in writing to Build East Baton Rouge's Point of Contact for this
RFP.

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1. INTRODUCTION

Build East Baton Rouge (Build EBR), the Redevelopment Authority for East Baton Rouge Parish, is seeking proposals from qualified firms to provide **Legal Services**.

Build EBR is a quasi-governmental agency created by state legislation to eliminate blight, catalyze investment in disinvested neighborhoods, and promote equitable economic development across East Baton Rouge Parish. As the parish's official redevelopment authority and community land bank, Build EBR leverages a combination of federal, state, local, and private funds to implement projects, programs, and economic development districts that strengthen communities and expand opportunity.

Through this solicitation, Build EBR seeks experienced, mission-aligned partners to provide professional services essential to the agency's operations. These services ensure Build EBR's capacity to responsibly manage public and private resources, meet all statutory and regulatory obligations, and deliver high-impact results for the residents of East Baton Rouge Parish.

The selected firm will be expected to perform its duties with the highest level of professionalism, integrity, and responsiveness. Contracts resulting from this RFP will be issued by Build East Baton Rouge and administered in accordance with Build EBR's Procurement Policies and Procedures and all applicable federal, state, and local laws.

Proposers are encouraged to review this RFP carefully and to submit clear, complete, and competitive proposals that demonstrate their qualifications and understanding of Build EBR's mission and operational needs.

2. ABOUT BUILD EAST BATON ROUGE (BUILD EBR)

2.1 Mission and Purpose

Build East Baton Rouge (Build EBR), also known as the East Baton Rouge Redevelopment Authority, is the official redevelopment authority and community land bank for East Baton Rouge Parish (EBR). Our mission is to eliminate blight, catalyze investment in disinvested neighborhoods, and promote equitable economic development across East Baton Rouge.

As a mission-driven public agency, Build EBR collaborates with public, private, and nonprofit partners to strategically acquire and reposition underutilized properties. Through initiatives such as our community land bank, corridor plans, and site-specific redevelopment strategies, we align local investment with community priorities including affordable housing, commercial revitalization, infrastructure improvement, and

neighborhood resilience.

2.2 Legal Authority and Governance

Build EBR is the official redevelopment authority for East Baton Rouge Parish, established under Louisiana Revised Statute 33:4720.151 et seq., known as the *East Baton Rouge Redevelopment Act*. This legislation declares the remediation of slums and blight a public purpose and empowers Build EBR to undertake housing, commercial, infrastructure, and other redevelopment projects that improve economic and social conditions parish-wide.

Under this authority, Build EBR is a special district and political subdivision of the State of Louisiana with parish-wide jurisdiction to carry out redevelopment plans and enter into cooperative endeavors and public-private partnerships to achieve its mission. Build EBR has the legal authority to acquire, develop, and dispose of property, and to solicit and enter contracts necessary to advance equitable redevelopment and community revitalization.

Build EBR is governed by a five-member Board of Commissioners appointed by the Baton Rouge Area Foundation (BRAAF), the Baton Rouge Area Chamber (BRAC), and the Mayor-President of Baton Rouge, whose appointees are confirmed by the Metropolitan Council. The Board provides strategic and fiduciary oversight of Build EBR's operations, ensuring transparency, accountability, and adherence to public purpose.

The Mayor-President and Metropolitan Council also provide broader public accountability as representatives of the consolidated City-Parish government.

2.3 Organizational Role

As East Baton Rouge Parish's designated redevelopment authority, Build EBR serves as a connector between government, business, and community to facilitate projects that address long-term disinvestment and expand access to opportunity. We advance the goals of the City-Parish's adopted comprehensive plan, FUTUREBR, as well as neighborhood and corridor strategies including the Imagine Plank Road Plan and the Florida Corridor Master Plan. By leveraging land, planning, and financing tools, Build EBR works to create equitable and sustainable redevelopment outcomes that align with community priorities and long-term public benefit.

3. PURPOSE AND SCOPE OF SERVICES

3.1 Purpose

The purpose of this Request for Proposals (RFP) is to secure high-quality, professional services that will support Build East Baton Rouge (Build EBR) in carrying out its mission to eliminate blight, catalyze investment in disinvested neighborhoods, and promote equitable economic development across East Baton Rouge Parish.

Through this solicitation, Build EBR seeks to identify qualified firms that can provide the best overall community benefit to the residents of East Baton Rouge Parish by offering fair and reasonable pricing, proven expertise, and reliable performance. These services are essential to the responsible, transparent, and lawful operation of Build EBR and the continued advancement of its public mission.

Selected firms will demonstrate both technical competence and an understanding of the public purpose of Build EBR's work, including the importance of accountability, efficiency, and community impact.

3.2 Scope of Services

The detailed scope of services will be outlined in **Attachment A – Scope of Work**, which will describe the specific tasks, deliverables, and performance expectations for the contracted firm.

All work performed under the resulting contract shall comply with applicable local, state, and federal laws, as well as Build EBR's Procurement Policies and Procedures and any related grant or funding requirements.

4. PROPOSAL SUBMISSION INSTRUCTIONS

4.1 Submission Deadline and Format

All proposals must be submitted electronically in PDF format to **info@buildbatonrouge.org** no later than **11:59 p.m. CST on December 15, 2025**.

The email subject line must read:

RFP Submission – Legal Services – [Firm Name]

Submissions received after the deadline will not be accepted. It is the responsibility of the proposer to ensure that all documents are received by the deadline and that all attachments are accessible and complete.

Each proposal must be organized and labeled with the following sections:

1. **Cover Letter** signed by an authorized representative of the firm.
2. **Firm Overview and Experience** describing qualifications and relevant projects.
3. **Proposed Scope and Methodology** summarizing the firm's understanding of the required services.
4. **Key Personnel** including brief biographies or resumes for staff assigned to the contract.
5. **References** for at least three comparable projects or clients.
6. **Pricing Sheet or Hourly Rate Schedule** outlining all proposed costs for the services described in this RFP. All rates must include any associated costs or fees. Build EBR will not reimburse for overhead, travel, or administrative expenses not clearly included in the proposal.
7. **Required Certifications and Documents** as outlined in Attachment B.

4.2 Key Dates and Milestones

The following schedule outlines the anticipated milestones for this solicitation. Build East Baton Rouge (Build EBR) reserves the right to modify these dates as necessary. Any updates or addenda will be published on the Build EBR website.

Milestone	Description	Target Date*
RFP Issuance	RFP publicly released on the Build EBR website and distributed via official procurement channels.	November 14, 2025
Deadline for Written Questions	All questions from proposers must be submitted in writing to info@buildbatonrouge.org .	November 25, 2025
Responses to Questions / Addenda Issued	Build EBR posts all written responses and any addenda to its website.	December 1, 2025
Proposal Submission Deadline	Proposals due electronically in PDF format to info@buildbatonrouge.org by 11:59 PM CST.	December 15, 2025
Evaluation Period	Selection committee reviews proposals, conducts scoring, and may request interviews or clarifications.	December 16–20, 2025
Recommendation of Award	Evaluation committee submits its recommendation for final review.	December 22, 2025

Notice of Award	Build EBR Chief Executive Officer issues Notice of Award to selected firms.	January 5, 2026
Contract Issuance and Execution	Contracts finalized, executed, and onboarding meetings scheduled.	January 15, 2026
Service Commencement	Selected firms begin work in accordance with executed contracts.	January 15, 2026

*Please note that all dates are subject to change at the sole discretion of Build EBR.

4.3 Questions and Addenda

All questions or requests for clarification regarding this RFP must be submitted in writing via email to **info@buildbatonrouge.org** no later than **November 25, 2025**.

Responses to all questions and any issued addenda will be published on www.buildbatonrouge.org no later than **December 1, 2025**.

Verbal discussions, phone calls, or informal communications regarding this RFP are not permitted and will not be considered binding. Firms are encouraged to review Build EBR's Procurement Policies and Procedures prior to submitting questions.

4.4 Proposal Validity

Proposals must remain valid for a period of at least **120 days** from the submission deadline. During this time, no changes to pricing or terms will be accepted without prior written consent from Build EBR.

4.5 Submission Confirmation

A confirmation email will be issued by Build EBR within two business days of receipt. If confirmation is not received, firms should follow up to verify successful submission.

4.6 Proprietary Information and Public Records

Proposers are advised that all materials submitted may be subject to the Louisiana Public Records Law (R.S. 44:1 et seq.). Any portions of a proposal claimed to contain confidential or proprietary information must be clearly marked as such. Build EBR will take reasonable steps to protect this information to the extent allowed by law.

5. EVALUATION CRITERIA

Proposals will be evaluated in accordance with Build East Baton Rouge's (Build EBR) Procurement Policies and Procedures. The evaluation process is designed to ensure fairness, transparency, and the selection of the firm that provides the best overall value and community benefit.

Each proposal will be scored on the following categories for a total possible score of **100 points**.

EVALUATION CATEGORY	POSSIBLE POINTS	DESCRIPTION
1. Pricing	30	Evaluates the reasonableness, clarity, and competitiveness of the proposed cost. Build EBR will consider hourly rates, total costs, and any proposed fee structures to ensure fair pricing consistent with market standards and public accountability.
2. Experience and Qualifications	30	Considers the firm's professional background, relevant project experience, and demonstrated success providing similar services. Firms should highlight experience working with nonprofit and government clients and show familiarity with the regulations, procedures, and accountability standards common to publicly funded or community-based organizations. This category also considers professional credentials, references, and project outcomes.
3. Ability to Perform	25	Assesses the firm's capacity, staffing, and approach to deliver services accurately, on time, and within budget. Proposals should demonstrate clear understanding of Build EBR's operational needs, quality control processes, and readiness to begin work upon contract award.
4. Commitment to Community Needs	15	Recognizes the firm's alignment with Build EBR's mission and its involvement in community-focused efforts. This may include participation in local partnerships, mentorship programs, nonprofit collaborations, or contracting with minority- and women-owned business enterprises (M/WBEs). Firms are encouraged to describe how their work supports equitable and community-oriented outcomes.

5.1 Evaluation Process

All proposals will first be reviewed for completeness and compliance with the submission requirements outlined in this RFP. Proposals that meet the minimum qualifications will be evaluated and scored by a selection committee designated by Build EBR.

The committee may request additional information, conduct interviews, or seek clarifications as part of its evaluation. Build EBR reserves the right to negotiate terms or request best and final offers prior to making a final recommendation.

Final award decisions will be subject to approval by the Build EBR Board of Commissioners.

ATTACHMENT A – SCOPE OF WORK

SCOPE OF WORK

The selected consultant will work collaboratively with Build EBR staff, in-house counsel, finance and audit vendors, and external partners to provide the following:

Task 1: Project Initiation and Legal Assessment

- Conduct an initial meeting with Build EBR staff and in-house counsel to confirm the scope of ongoing legal needs, communication protocols, and priority areas.
- Review Build EBR's enabling legislation, bylaws, existing contracts, and current redevelopment activities to identify key legal considerations.
- Establish a legal services plan outlining recurring tasks, compliance obligations, and anticipated deliverables.

Task 2: General Counsel and Governance Support

- Provide day-to-day legal advice and counsel to Build EBR leadership and staff.
- Interpret and apply applicable federal, state, and local laws governing redevelopment authorities, public entities, and quasi-governmental agencies.
- Support compliance with the Louisiana Code of Governmental Ethics, the Louisiana Public Records Law, the Open Meetings Law, and Build EBR's Policies and Procedures.
- Draft, review, and negotiate contracts, cooperative endeavor agreements, and intergovernmental memoranda of understanding.
- Provide guidance and legal review for board governance, policy development, and agency operations.

Task 3: Real Estate and Transactional Services

- Draft, review, and negotiate legal documents related to real estate acquisitions, transfers, sales, and leases.
- Conduct and coordinate title clearance and curative work to prepare properties for redevelopment or sale.
- Provide legal support for land banking, blight remediation, and other property-related programs administered by Build EBR.

- Review and advise on closing documents, escrow instructions, and property disposition agreements.
- Coordinate with Build EBR's finance vendor to ensure proper documentation of real estate transactions in accordance with applicable regulations.

Task 4: Compliance and Programmatic Legal Support

- Provide legal interpretation and risk management guidance related to Build EBR's use of federal, state, local, and private funds.
- Review funding agreements, grant documents, and reporting requirements to ensure ongoing compliance.
- Support Build EBR's role as administrator of the Cortana Corridor Economic Development District (CCEDD) and other districts as established.
- Advise on tax credits, public financing, and other incentive-based transactions.
- Coordinate with Build EBR's auditor and finance vendors to support transparency and accountability in all legal and financial matters.

Task 5: District, Agency, and Ancillary Support

- Serve as primary legal counsel to Build EBR and, as requested, to any ancillary organizations, companies, or agencies owned, operated, or administered by Build EBR, including district boards.
- Prepare or review agendas, resolutions, and meeting materials for district boards as needed.
- Attend board meetings or community meetings at the request of Build EBR.
- Provide post-transaction guidance and legal interpretation to Build EBR staff to prevent future compliance issues and strengthen operational procedures.

Deliverables

- Comprehensive legal services plan with defined communication and reporting expectations.
- Drafts, reviews, or opinions for all contracts, agreements, and legal instruments prepared for Build EBR, as requested.
- Written summaries or memoranda interpreting relevant laws, regulations, or policy issues as requested.

- Title clearance documentation and closing packages for all real estate transactions.
- Legal updates and compliance reviews related to existing and emerging federal or state requirements.
- Attendance and legal counsel for Build EBR and CCEDD Board meetings as requested.

ATTACHMENT B - REQUIRED CERTIFICATIONS AND DOCUMENTATION

Proposers must include the following completed forms and documentation:

1. **Non-Collusion Affidavit** certifying that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person or entity.
2. **Conflict of Interest Disclosure Affidavit** requires proposers to disclose any actual, potential, or perceived conflicts of interest related to Build EBR, its staff, or its Board of Commissioners. Disclosing a conflict does **not** automatically disqualify a firm from consideration. Build EBR will evaluate all disclosures to determine whether the conflict can be appropriately managed or mitigated.

- Failure to disclose a known or potential conflict of interest may result in:
- Disqualification of the proposal,
- Termination or voiding of any resulting contract, and
- Any additional penalties or remedies permitted under Louisiana law.

This affidavit affirms that the proposer has reviewed Build EBR's conflict of interest requirements and will fully disclose any existing or potential conflicts.

3. **Certificate of Good Standing** from the Louisiana Secretary of State showing current registration and authorization to do business.
4. **Proof of Insurance**, including general liability, automobile, and workers' compensation coverage as applicable.
5. **W-9 Form** for payment setup and verification.
6. **Supplemental Materials (Optional)** - Firms may submit additional materials that demonstrate capacity or relevance, such as:
 - Sample reports, work products, or project deliverables from similar engagements.
 - Documentation of community partnerships, volunteer work, or outreach programs.
 - Certifications or awards relevant to the proposed services.

Non-Collusion Affidavit

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared

_____ who, being duly sworn did depose and say:

That he/she is a duly authorized representative of _____

(Agency Name)

submitting a proposal to receive value for services rendered in connection with _____

_____,
(Request for Proposal Name)

a public project of Build Baton Rouge, the East Baton Rouge Redevelopment Authority, and that agency I represent has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure a public contract under which the agency would receive payment, other than persons regularly employed by him/her whose services in connection with the project or in securing the public contract were in the regular course of their duties for him/her; and that no part of the potential contract amount received by the agency was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the agreement, other than the payment of their normal compensation to person regularly employed by him/her whose services in connection with the project were in the regular course of their duties for the awarded agency.

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

Affiant's Signature: _____ Date: _____

SWORN TO AND SUBSCRIBED before me, on this _____ day of 20____.

NOTARY PUBLIC

Conflict of Interest Disclosure Affidavit

Name: _____ Title/Position: _____

Agency/Organization Name: _____

Project Name: _____

A. Family Relationships:

Do you have a family member directly or indirectly involved or employed with Build East Baton Rouge (Build EBR), or any public agency designated by the Build EBR to handle these funds, creates a conflict of interest or the appearance of a conflict under the Conflict of Interest regulation provided above?

_____ NO

_____ YES: Please provide the name(s) of your family members directly or indirectly involved or employed with BBR:

Name: _____ Position: _____ Department: _____

Name: _____ Position: _____ Department: _____

Name: _____ Position: _____ Department: _____

B. Program Relationships:

Are you or another employee of your organization involved in any other activity directly or indirectly with the Build EBR, or any public agency designated by Build EBR to administer these funds, that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulation provided above?

_____ NO

_____ YES: Please provide explanation of your involvement:

C. Business Relationships:

Are you or a family member involved as an investor, owner, employee, consultant, contractor or board member with Build EBR, or any public agency designated by Build EBR to administer these funds, that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulation provided above? This includes contractual relationships to provide goods or services, sponsor development activities and/or receive referrals from Build EBR.

_____NO

_____YES: Please provide the name of the business and the relationship of the business with your organization:

D. Certification:

I have read and understand the Conflict of Interest Disclosure Affidavit and have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the agency to reduce or eliminate actual and/or potential conflicts of interest. I will update this disclosure form promptly if relevant circumstances change. I understand that this Disclosure Affidavit is not a confidential document.

Affiant's Signature: _____ Date: _____

SWORN TO AND SUBSCRIBED before me, on this _____ day of 20____.

NOTARY PUBLIC

ATTACHMENT C – KEY TERMS

These Terms and Conditions apply to all proposals submitted in response to any Request for Proposals (RFP) issued by Build East Baton Rouge (Build EBR), the Redevelopment Authority of East Baton Rouge Parish. These provisions reflect procurement practices used by Build EBR and the City-Parish, incorporating applicable local, state, and federal requirements.

Because Build EBR is a political subdivision of the State of Louisiana, any development partnership or transaction arising from this RFP must adhere to all applicable laws and regulations governing public sector procurement and redevelopment projects.

1. Proposal General Conditions

1.1. Costs of Proposal Preparation

All costs incurred in the preparation and submission of a proposal, including travel, interviews, site visits, legal expenses, or any other cost, are solely the responsibility of the respondent and will not be reimbursed by Build EBR under any circumstances.

1.2. Proposal Ownership and Use

Build EBR reserves the right to use any or all information presented in a proposal, whether or not the proposal is accepted. Submission of a proposal constitutes the respondent's consent to such use.

1.3. Reservation of Rights

Build EBR reserves the right to:

- Accept or reject any and all proposals, in whole or in part, for any reason.
- Cancel, amend, or reissue this RFQ/RFP/RFEI/RFEI at any time without liability.
- Waive informalities or minor irregularities in the proposal process.
- Require clarifications or additional information from any respondent.
- Negotiate final terms and conditions with the selected respondent.
- Award multiple or no contracts.

1.3.1. Proposal Validity

Proposals shall be valid for a minimum of 120 days after submission unless otherwise specified in writing. Respondents may withdraw their proposal during this period by submitting written notice to Build EBR. Withdrawal becomes effective upon Build EBR's receipt of the written notice.

1.4. Addenda and Modifications

Build EBR may issue written addenda to clarify, amend, or modify the RFQ/RFP/RFEI/RFEI. It is the responsibility of the respondent to monitor for and comply with all issued addenda.

1.5. Communication Restrictions

To avoid the appearance or reality of unfairness in the procurement process, no additional support, technical assistance, or communication will be provided to respondents outside of the scheduled events or formally issued addenda included in the procurement timeline.

Build EBR may contact respondents to request clarifying information regarding their submissions. Such requests and all responses must be made in writing.

1.6. Confidentiality and Public Records

Build EBR is subject to Louisiana's Open Meetings Law and Public Records Law (R.S. 44:1 et seq.). Key decisions regarding this RFP or subsequent selection will occur in noticed public meetings of the Build EBR Board. Respondents should be aware that information submitted may become subject to public disclosure under the Public Records Act. If certain parts of your submission are confidential or proprietary, please clearly mark those portions. The agencies will endeavor to respect legitimate confidential business information to the extent allowed by law, but absolute confidentiality cannot be guaranteed. In general, the name of respondent entities and the substance of proposals may be discussed in public meetings. By participating in this process, respondents consent to these transparency requirements.

1.7. Funding Disclaimer

Award of any contract resulting from this RFP is subject to funding availability and applicable federal and/or state agency approval.

2. Qualifications Compliance

2.1. Conflict of Interest

Build EBR and its officials are subject to the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 et seq.) and related statutes. Respondents must ensure that no conflicts of interest exist in their potential involvement. Disclosure of any potential ethical conflicts is required. For example, if any member of the consultant team has a family or business relationship with a Build EBR board member, employee, or public official with influence over the project, that relationship must be disclosed and may require recusal or other mitigation. All interactions between the public agencies and private consultants will be conducted with integrity and transparency. Respondents should not offer anything of value

to public officials or engage in any behavior that would violate ethics laws. By submitting a response to this RFP, the consultant certifies that it will comply with the Louisiana Code of Ethics and all relevant conflict-of-interest rules. Build EBR reserves the right to disqualify any respondent if a conflict of interest is discovered that cannot be adequately addressed.

2.2. Non-Collusion Certification

By submitting a response, the respondent certifies that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the respondent has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; and that the respondent has not colluded or conspired to influence the procurement process.

2.3. Registration and Good Standing

Respondents must be registered with the Louisiana Secretary of State, in good standing with the City-Parish, and eligible to do business in Louisiana. Build EBR may disqualify any respondent found to be debarred or suspended from federal or state contracts.

Respondents or their team members who are debarred, suspended, or otherwise not in good standing with HUD, the City of Baton Rouge, the State of Louisiana, or Build EBR are ineligible to participate.

2.4. Licenses and Insurance

Respondents must carry, at minimum:

1. \$1 million in general liability insurance
2. Auto insurance (if applicable)
3. Workers' compensation (as required by law)
4. Proof of insurance must be provided prior to contract execution. Subcontractors must carry equivalent insurance or be listed under the respondent's coverage.

2.5. Indemnification

The selected respondent shall indemnify and hold harmless Build EBR and the City-Parish from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts or omissions related to the performance of work under this agreement.

2.6. Certification Regarding Lobbying

For federally funded projects, respondents must submit a Certification of Lobbying Activities in accordance with 24 CFR Part 87.

2.7. Cybersecurity & Data Privacy

If handling sensitive or regulated data, respondents must demonstrate their ability to comply with applicable federal and state privacy and cybersecurity requirements, including implementing appropriate safeguards.

3. Legal and Compliance Considerations

Because Build EBR is a public entity or political subdivision of the State of Louisiana, any development partnership or transaction arising from this RFP must adhere to **all applicable laws and regulations** governing public sector procurement and redevelopment projects. Respondents should be aware of the following considerations and be prepared to comply:

3.1. Public Procurement Laws

The solicitation of development partners may be subject to Louisiana's public procurement statutes and local government contracting policies. This RFP will conform to any procurement requirements mandated by Louisiana law. For example, if the project involves the transfer of public property or funds, the process may need to comply with the **Louisiana Public Bid Law** (La. R.S. 38:2211 *et seq.*) or other competitive selection rules. Build EBR is committed to a fair, transparent selection process – all respondents will be kept on equal footing in accordance with state and local procurement regulations. In your RFP response, please acknowledge your understanding that **compliance with public procurement law is required**, and that additional information or steps (e.g. public notices, competitive negotiations, etc.) may be needed later to finalize any partnership.

3.2. Public-Private Partnerships and Cooperative Endeavors

Build EBR is explicitly authorized to enter into cooperative endeavor agreements and partnerships with private entities to accomplish its redevelopment objectives. Any development agreement resulting from this solicitation will likely take the form of a **Cooperative Endeavor Agreement (CEA)** or similar public-private partnership arrangement. Such agreements in Louisiana must have a clear public purpose and comply with constitutional and statutory requirements (e.g., La. Const. Art. VII, §14 on public funds usage). The respondent should be willing to work within the legal frameworks for CEAs, which may include approvals by governing boards or councils, adherence to procurement of construction services, and performance measures to ensure public benefit. If selected to move forward, developers may be asked to provide additional disclosures or documentation to facilitate required legal reviews (for instance, demonstrating that any public assistance or incentives are justified by the public benefits of the project).

3.3. Regulatory Approvals and Zoning

Development projects will need to comply with City-Parish zoning and land development regulations. Respondents should anticipate working within the local planning approval process (Planning Commission, Metropolitan Council zoning approvals, permits, etc.). Also, any construction will need to comply with building codes, environmental regulations, and other applicable laws.

3.4. Ethics and Conflict of Interest

As a public body, Build EBR and its officials are subject to the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) and related statutes. Respondents must ensure that no conflicts of interest exist in their potential involvement. **Disclosure of any potential ethical conflicts is required.** For example, if any member of the development team has a family or business relationship with a Build EBR board member, employee, or public official with influence over the project, that relationship must be disclosed and may require recusal or other mitigation. All interactions between the public agencies and private developers will be conducted with integrity and transparency. Respondents should not offer anything of value to public officials or engage in any behavior that would violate ethics laws. Build EBR reserves the right to disqualify any respondent if a conflict of interest is discovered that cannot be adequately addressed.

3.5. Open Meetings and Public Records

Build EBR is subject to Louisiana's Open Meetings Law and Public Records Law. Key decisions regarding this RFP or subsequent selection will occur in noticed public meetings of the respective boards. Respondents should be aware that information submitted may become subject to public disclosure under the Public Records Act. If certain parts of your submission are confidential or proprietary, please **clearly mark those portions**. The agencies will endeavor to respect legitimate confidential business information to the extent allowed by law, but absolute confidentiality cannot be guaranteed. In general, the name of entities submitting proposals may be discussed in public meetings. By participating in this process, respondents consent to these transparency requirements.

In summary, **all participants must adhere to Louisiana law throughout this process**. The RFP and any follow-up activities will be conducted in a manner that is compliant with state statutes and reflective of best practices for public accountability. Respondents are encouraged to consult their legal counsel if needed to ensure they can meet these requirements.

4. Performance and Termination

4.1. No Obligation Without Contract

Build EBR shall not be liable for any costs incurred by a respondent prior to execution of a formal contract. These RFQ/RFP/RFEI documents are not a contract and do not obligate Build EBR to award funding or enter into any agreement. Any oral or written representation made by any Build EBR official, employee, or agent shall be non-binding unless incorporated into a formal written agreement.

4.2. Survival of Terms

Any terms of this solicitation or any resulting agreement that by their nature should survive termination, including but not limited to those related to indemnification, confidentiality, access to records, and compliance obligations.

4.3. Payment Terms and Invoicing

Any future agreement resulting from this RFQ will enumerate specific payment terms. If funding is offered as part of the project, it is expected that disbursements will be made in whole or in part through a reimbursement-based process. Build EBR may also apply a retainage of 5% to 10% on all funding administered until completion of contract deliverables and satisfactory project closeout. Invoices submitted for reimbursement must be itemized and include supporting documentation.

4.4. Assignment

The awarded contract may not be assigned without prior written approval by Build EBR.

4.5. Dispute Resolution

Any disputes arising under this agreement shall first be attempted to be resolved through good-faith negotiation. If unresolved, the parties agree to pursue mediation before resorting to litigation. Jurisdiction shall lie exclusively in the 19th Judicial District Court for East Baton Rouge Parish, Louisiana.

4.6. Force Majeure

Neither party shall be liable for failure to perform caused by events beyond their reasonable control, such as natural disasters, acts of war, terrorism, pandemics, or government mandates, provided that reasonable efforts are made to mitigate impacts.

4.7. Subcontractors

The respondent shall remain fully responsible for work performed by subcontractors. All subcontractors must be disclosed in the proposal and are subject to Build EBR approval.

4.8. Deliverables and Ownership of Work Product

All reports, data, drawings, and other materials developed in connection with a contract shall be the property of Build EBR and may be used without restriction, unless otherwise enumerated in written agreement.

5. Federal Terms and Conditions

For projects funded in part or in whole by federal sources, including but not limited to CDBG, HOME, ESG, or LIHTC, respondents must comply with the following requirements and clauses. These provisions will be incorporated into any resulting agreement as required by law or funder policy.

5.1. Equal Employment Opportunity

Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractors must comply with Executive Order 11246 and relevant implementing regulations.

5.2. Davis-Bacon and Related Acts

Construction projects using federal, state, or local funding are often subject to Davis-Bacon wage requirements. Respondents must agree to pay wages in accordance with the most current U.S. Department of Labor Wage Decisions and post such notices at the job site. Contractors must comply with all applicable recordkeeping and labor standards requirements.

5.3. Section 3 Compliance

Construction projects using HUD funds must comply with Section 3 of the Housing and Urban Development Act of 1968, which promotes economic opportunities for low-income persons and the businesses that employ them. Section 3 requirements apply to both hiring and contracting activities.

5.4. Clean Air Act and Federal Water Pollution Control Act

Contracts and subcontracts in excess of \$150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

5.5. Contract Work Hours and Safety Standards Act (CWHSSA)

All construction contracts over \$100,000 must comply with CWHSSA requirements, including proper compensation for overtime and recordkeeping.

5.6. Byrd Anti-Lobbying Amendment

Respondents must certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or member of Congress in connection with this contract.

5.7. Debarment and Suspension (2 CFR Part 180)

Contractors and subcontractors must not be debarred, suspended, or otherwise excluded from participating in federally assisted programs. Verification will be conducted through the federal System for Award Management (SAM).

5.8. Access to Records and Audits

The contractor must allow access to all records, books, documents, and papers by Build EBR, HUD, or other authorized representatives for audit or examination purposes. Records must be retained for a minimum of five (5) years after contract closeout.

5.9. Domestic Preferences

To the extent practicable, preference shall be given to goods, products, and materials produced in the United States, in accordance with 2 CFR § 200.322.

5.10. Use of M/WBE, SEDBE, and Labor Surplus Area Firms

Respondents must make affirmative steps to use minority-owned, women-owned, socially and economically disadvantaged businesses, and labor surplus area firms in accordance with federal procurement requirements and City-Parish policies.

5.11. HUD Compliance Provisions

All federally funded projects must incorporate HUD's Compliance Provisions for Direct Grantee Construction and Professional Service Contracts. These provisions may be attached as an exhibit and are mandatory for any HUD-supported activity.

5.12. Uniform Relocation Act (URA)

If property acquisition is involved, respondents must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its implementing regulations.

5.13. Environmental Review and Choice-Limiting Actions

Compliance with the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) is a requirement of this program. If an Environmental Review Record (ERR) has not been completed for the subject property, Build EBR will coordinate with the selected respondent to obtain the ERR in accordance with 24 CFR Part 58. The ERR will be completed by an

approved environmental consultant and, in most cases, the process will be completed in fewer than 90 days.

If any federal funds are contemplated in the proposal, no “choice-limiting” activities—such as property acquisition, demolition, rehabilitation, conversion, repair, construction, leasing, or disposition—may be undertaken from the date of application submission until a Notice to Proceed or equivalent letter has been issued by Build EBR. Performing a choice-limiting activity without such authorization will disqualify the project from receiving approval or funding. Any purchase agreement executed before receipt of a Notice to Proceed/Environmental Clearance must include a condition that the agreement is contingent on successful completion of the ERR process.

Completion of the environmental review process is mandatory before undertaking any choice-limiting action, even if federal reimbursement is not being sought for that specific activity.

6. Communication Terms

6.1. Notice and Participation in Public Engagement

Respondents are required to communicate proactively and transparently with Build EBR staff regarding any public-facing activity related to the project. This includes but is not limited to: community engagement efforts, meetings with stakeholders or elected officials at the local, state, or federal level, and participation in public forums or events.

Respondents must provide Build EBR with advance notice and details of such engagements and Build EBR can, at their sole discretion, reserve the right to attend or participate in these engagements.

6.2. Recognition of Build EBR

All public communication—including but not limited to press releases, social media posts, event announcements, or promotional materials—must, when applicable and unless otherwise directed, acknowledge Build EBR’s role in the project. This could include the requirement to use the Build EBR brand in line with the Build EBR brand standards.

Signage acknowledging Build EBR’s role in redevelopment may be required at the project site.

6.3. Communication Approvals

Build EBR reserves the right to review and approve the content or plans for project communications in advance.

6.4. Publication and Promotion

Selected respondents agree to participate in reasonable promotional activities and community meetings scheduled by Build EBR.