THE EBR REDEVELOPMENT AUTHORITY

Procurement and Competitive Selection Policies and Procedures

Version 3

Adopted: 4/01/2026

This document outlines the standards, thresholds, and processes that govern Build East Baton Rouge's procurement and competitive selection activities, ensuring transparency, compliance, and public benefit for all solicitations involving goods, services, professional contracts, and public-private partnerships serving East Baton Rouge Parish (EBR) residents.

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Version Control

Version	***Date Issued***	***Description of Changes***	***Approved By***
1.0	9/05/2025	Initial adoption of Procurement and Competitive Selection Policies and Procedures	Deidre Robert
2.0	1/08/2026	- Added CEO discretion to accept late or partial submissions under Section 7.4.D (Submission of Proposals), with documentation requirements - Replaced all references to "BBR" with "Build EBR" per the Board of Commissioners action to update the Build EBR brand on Oct. 16, 2025 - Updated reference in Section 7.4.E (Evaluation and Scoring) from Section 6 to Section 10 to reflect correct section for roles and responsibilities - Incorporation of template Standard Terms and Conditions - As of Oct. 1, 2025, the Simplified Acquisition Threshold was increased to $350,000 and changes were made to reflect that update - Updated Section 9.6 to addresses prior ambiguity in the original policy and clarify when Conflict of Interest certifications are required, establish two form types (Disclosure and Affidavit), set signature thresholds based on contract value, and exempt government entities[1]	Deidre Robert
2.5	4/01/2026	Adoption of the state Small-Procurement Threshold of $30,000 for purchases and the adoption of the 2025 Act 5, which raised the	Marlee Miller

[1] A review was also conducted of all contracts executed since the initial issuance of the PNP on September 5, 2025, to ensure signed Conflict of Interest forms were collected or updated in accordance with this guidance.

		threshold for requiring competition for Consulting Services contracts from $75,000 to $150,000, over a 12-month period.	

Section 1: Purpose & Applicability

A. Introduction

The purpose of this Procurement Policies and Procedures Manual ("Manual") is to establish consistent standards and internal controls for the solicitation, selection, and award of contracts and partnerships by Build East Baton Rouge (Build EBR), the East Baton Rouge Redevelopment Authority. These policies govern all competitive and non-competitive procurements, subrecipient selections, and public-private development partnerships entered into by Build EBR using any combination of local, state, or federal funds.

As a state-created redevelopment authority operating under **Louisiana Revised Statutes §33:4720.151 et seq.**, Build EBR is empowered to plan and implement projects that revitalize disinvested neighborhoods, stimulate private reinvestment, remove blight, and advance equitable economic development. Because Build EBR undertakes a wide variety of transactions, from contracting with professional consultants to negotiating with real estate developers, this Manual reflects the range of procurement and selection methods appropriate to Build EBR's dual roles as both a public agency and real estate entity.

This Manual ensures that all activities meet applicable legal requirements, follow transparent and fair practices, and reflect Build EBR's values of equity, integrity, and accountability. It is also designed to ensure that Build EBR's procurement and developer selection processes are auditable, accessible to the public, and responsive to the needs of East Baton Rouge residents.

1.1 Scope of Applicability

This Manual applies to all Build EBR staff, consultants, and contractors involved in the procurement of goods, services, or property interests on behalf of the agency. It applies to the following types of transactions:

- **Professional Services Contracts**: including legal, financial, architectural, engineering, planning, appraisal, and consulting services
- **Goods and Equipment Purchases**: including office supplies, IT hardware, furnishings, and fixtures
- **Construction and Public Works Contracts**

- **Subrecipient and Developer Selections**: including the selection of nonprofit or for-profit entities to carry out real estate or programmatic projects using Build EBR-controlled funding or property
- **Dispositions or Ground Leases** of Build EBR-owned land involving redevelopment obligations
- **Grants or Subsidy Awards** made by Build EBR to external partners under its enabling legislation or pursuant to funding agreements

All solicitations and agreements executed by Build EBR, regardless of funding source, are subject to these policies, unless a specific written exception is granted by the President/CEO or authorized designee and recorded in the procurement file.

1.2 Relationship to Federal and State Law

Where applicable, these procedures incorporate and interpret the following legal authorities:

- **Louisiana Public Bid Law** (R.S. 38:2211 et seq.)
- **Louisiana Procurement Code** (R.S. 39:1551 et seq.; LAC Title 34)
- **U.S. Department of Housing and Urban Development (HUD) regulations**, including 2 CFR Part 200 and procurement-related guidance from the HUD Exchange
- **Uniform Relocation Assistance and Real Property Acquisition Act (URA)**
- **OMB Circulars and Cost Principles** for pass-through entities
- **Build EBR's Enabling Legislation** (Act No. 756 of the 2005 Regular Session, as codified in R.S. 33:4720.151–4720.183)

To the extent that state or federal law conflicts with these policies, the stricter or more specific standard shall apply. Where Build EBR receives funding subject to third-party regulations (e.g., CDBG, CDBG-DR, ARPA, LIHTC, etc.), Build EBR shall follow those rules in addition to the guidance in this Manual.

1.3 Guiding Principles

Build EBR's procurement practices are governed by the following principles:

- **Transparency**: All solicitations and evaluations will be conducted in a manner that is open to public scrutiny and compliant with applicable open records and open meetings laws.
- **Fair Competition**: Build EBR will encourage broad participation by qualified vendors, consultants, and developers, and will not engage in practices that unlawfully restrict competition.
- **Equity and Inclusion**: Build EBR will proactively engage disadvantaged business enterprises (DBEs), minority- and woman-owned businesses (M/WBEs), Section 3 businesses, and small local businesses to ensure inclusive access to economic opportunities.
- **Fiscal Responsibility**: Procurement and contract decisions must be financially sound, well-documented, and defensible to internal and external auditors.
- **Public Benefit**: All procurement and developer selection processes will be designed to achieve the greatest possible benefit for Baton Rouge residents, especially those in historically disinvested neighborhoods.

Section 2: Legal Framework

Build East Baton Rouge (Build EBR), as the official redevelopment authority for East Baton Rouge Parish, operates within a defined legal and regulatory environment. This section outlines the legal authorities that govern Build EBR's procurement activities, developer and subrecipient selection, and contract administration. Understanding these requirements ensures compliance with applicable law and promotes transparency, equity, and accountability in all Build EBR transactions.

2.1 Enabling Legislation

Build EBR was created by the Louisiana Legislature in 2005 and operates under Louisiana Revised Statutes §33:4720.151 et seq. As a political subdivision of the state of Louisiana, Build EBR was established to remove blight, promote reinvestment, and stimulate economic development within East Baton Rouge Parish.

This legislation grants Build EBR broad authority to acquire and dispose of property, issue debt, receive grants and appropriations, and enter into agreements with public and private partners. It also authorizes Build EBR to exercise powers necessary to promote redevelopment in areas where market failures have led to disinvestment or chronic vacancy.

2.2 Applicability of State and Local Law

As a state entity, Build EBR is subject to Louisiana state procurement law. Build EBR is not subject to the procurement rules of the City-Parish unless explicitly adopted by reference. Build EBR's procurement and contracting procedures are governed by the following key laws and administrative codes:

- **Louisiana Procurement Code** (La. R.S. 39:1551 et seq.), as implemented by Louisiana Administrative Code (LAC) Title 34, which outlines procurement rules for state agencies.
- **Louisiana Public Bid Law** (La. R.S. 38:2211 et seq.), which applies to certain construction and public works contracts.
- **Professional Services Procurement Statutes** including La. R.S. 38:2318.1 and La. R.S. 39:1503, governing the selection of architects, engineers, and other professional services providers.

Build EBR may enter into cooperative agreements, memoranda of understanding, or intergovernmental contracts with local agencies, but retains its independent procurement authority under state law.

2.3 Applicability of Federal Law

In situations where Build EBR administers federal funds, or serves as a subrecipient of a federal entitlement agency (such as the City-Parish Office of Community Development), Build EBR must comply with federal procurement regulations. These include, but are not limited to:

- **2 CFR Part 200, Subpart D (Procurement Standards)**, which establishes uniform administrative requirements and procurement standards for recipients of federal funds.
    - **2 CFR 200.317–200.327**, which outlines specific rules for state agencies and non-federal entities, including methods of procurement, competition requirements, cost principles, and contract provisions.
- **The HUD CDBG Handbook (Playing by the Rules, Chapter 3)**, which interprets federal procurement rules in the context of HUD's Community Development Block Grant program.
- **HUD's Guide to Subrecipient Oversight**, which outlines expectations for transparency, oversight, and fair competition when selecting entities to carry out HUD-funded projects.

Build EBR will comply with all applicable federal requirements when federal funds are involved, which, subject to grant requirements and project type, may include Davis-Bacon prevailing wage standards, Section 3 economic inclusion provisions, and National Environmental Policy Act (NEPA) clearance procedures.

2.4 Summary of Required Compliance Areas

In executing procurement or competitive selection activities, Build EBR will ensure compliance with:

Requirement	Applies When
State Procurement Code	Always, for goods and services using state or local funds

Louisiana Public Bid Law	For public works and construction contracts over the statutory threshold
2 CFR Part 200 Procurement Standards	When federal funds are used (CDBG, HOME, ARPA, etc.)
NEPA Environmental Review	When federal funds are used for physical development
Davis-Bacon and Section 3 Requirements	When federally funded construction exceeds designated thresholds
HUD Guidance on Subrecipient Selection	When Build EBR is granting a subaward of CDBG or other grants to subrecipients

2.5 Incorporation into Practice

This Legal Framework shall guide all Build EBR staff in the selection of appropriate procurement methods, the design of solicitations, and the administration of contracts. Staff must verify at the outset of any procurement which laws, thresholds, and requirements apply based on the funding source and project type. Documentation of compliance must be included in the procurement file for each transaction.

Section 3: Definitions

This section defines key terms used throughout this Manual. These definitions are intended to clarify the intent of policies and ensure consistent interpretation and implementation across all procurement and redevelopment activities.

3.1 General Procurement Terms

- **Change Order**: A formal modification to a contract, typically related to construction, that alters the scope, price, schedule, or other key terms.
- **Contract Amendment**: A modification to a professional services agreement, subrecipient agreement, or developer partnership contract that changes the terms, deliverables, budget, or period of performance.
- **Procurement**: The process of obtaining goods, services, or works from an external source. Procurement includes planning, solicitation, evaluation, selection, and contract administration.
- **Solicitation**: A formal invitation issued by Build EBR to receive offers from vendors, consultants, developers, or subrecipients. Common types include Requests for Proposals (RFPs), Requests for Qualifications (RFQs), Requests for Expressions of Interest (RFEIs), and Invitations to Bid (ITBs).
- **Request for Proposals (RFP)**: A competitive solicitation used when the desired outcome is clear but the approach or method may vary. RFPs allow for negotiation and are typically used for complex services, development partnerships, or consulting engagements.
- **Request for Qualifications (RFQ)**: A competitive process focused on identifying qualified firms or individuals based on credentials, experience, and capacity. Often used as a precursor to an RFP or contract award.
- **Request for Expressions of Interest (RFEI)**: A non-binding solicitation designed to gauge market interest, identify potential partners, or inform future procurement strategies. RFEIs typically precede formal RFPs.
- **Invitation to Bid (ITB)**: A procurement method used when the scope of work is well-defined, and the award is made to the lowest responsive and responsible bidder. Often used for public works or construction projects subject to Public Bid Law.
- **Responsive Proposal**: A submission that meets all the stated requirements of the solicitation and includes all necessary documentation.

- **Responsible Respondent**: A respondent with the capability, integrity, and reliability to perform the work successfully under the terms of the solicitation.
- **Sole Source**: A non-competitive procurement method allowed under limited conditions, when only one vendor or provider is capable of delivering the required services or goods. Sole source justification must be documented in accordance with state procurement rules.

3.2 Redevelopment and Programmatic Terms

- **Developer**: A for-profit or nonprofit entity responsible for undertaking real estate development, often involving site control, financing, construction, and long-term operations. Developers may be selected via RFP or direct negotiation depending on the project structure.
- **Subrecipient**: An entity receiving Build EBR-administered federal or local funds to carry out a portion of a program or activity. Subrecipients are subject to program-specific compliance, reporting, and performance requirements.
- **Public-Private Partnership (P3)**: A contractual agreement between a government agency and a private-sector partner to finance, design, build, and/or operate a development project that serves a public purpose.
- **Community Benefit Agreement (CBA)**: A voluntary agreement between a developer and community stakeholders to ensure that redevelopment projects deliver tangible local benefits, such as jobs, amenities, or services.
- **Ground Lease**: A long-term lease of publicly owned land to a private developer who builds, operates, and maintains improvements while paying rent to the public agency.
- **Disadvantaged Business Enterprise (DBE)** / **Minority- and Woman-Owned Business Enterprise (M/WBE)**: Businesses that are at least 51% owned and operated by individuals from designated disadvantaged or underrepresented groups. Build EBR encourages participation of these firms in all procurement and contracting activities.
- **Section 3 Business Concern**: A business that provides economic opportunities to low-income persons, as defined by the U.S. Department of Housing and Urban Development (HUD).

3.3 Funding and Compliance Terms

- **Davis-Bacon Act**: A federal law requiring payment of prevailing wages on federally funded or assisted construction projects over a designated dollar threshold.
- **Section 3**: A federal requirement under HUD-funded programs to ensure that employment, training, and contracting opportunities are directed to low-income persons and the businesses that employ them.
- **NEPA (National Environmental Policy Act)**: A federal law that requires environmental review of any project involving federal funding or approvals that may significantly affect the environment.
- **2 CFR Part 200**: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This regulation governs the use of federal grant funds and includes procurement standards for grantees and subrecipients.
- **In-Kind Contribution**: A non-cash contribution to a project, such as donated materials, services, or land, that may count toward a funding match or local share.

3.4 Build EBR-Specific Terms

- **Build East Baton Rouge (Build EBR)**: The East Baton Rouge Redevelopment Authority, a state-created public agency tasked with eliminating blight, revitalizing neighborhoods, and facilitating equitable development in East Baton Rouge Parish (EBR).
- **Cortana Corridor Economic Development District (CCEDD)**: A state-authorized district administered by Build EBR for the purpose of promoting redevelopment along the Florida Boulevard corridor and surrounding areas.
- **Imagine Plank Road Plan**: A community-led plan adopted by the City-Parish that guides equitable, transit-oriented development along the Plank Road corridor.
- **Florida Corridor Plan**: A comprehensive master plan adopted in 2024 that outlines a strategy for equitable redevelopment, infrastructure improvements, and community investment along Florida Boulevard and adjacent neighborhoods. This plan is used by Build EBR to guide development strategy and project selection.
- **EBRP**: East Baton Rouge Parish

Section 4: Procurement and Partnership Methods

4.1 Procurement Categories

This section outlines the required procurement methods and approval thresholds based on the type and value of the purchase or contract. These standards ensure Build EBR complies with applicable state and federal regulations, including the Louisiana Procurement Code (La. R.S. 39:1551 et seq.), Louisiana Public Bid Law (La. R.S. 38:2211 et seq.), and, when applicable, federal Uniform Guidance (2 CFR Part 200). These thresholds apply to the use of both public and private funds administered by Build EBR, including CDBG and other HUD program dollars.

Build EBR utilizes three primary procurement categories, depending on the nature of the transaction:

Procurement Category	Description
Goods and Materials	The purchase of supplies, furnishings, technology, and equipment.
Professional Services	Procurement of services requiring expertise and licensure (e.g., legal, engineering, architecture, financial, appraisal).
Construction and Public Works	Projects involving physical improvements or infrastructure construction.

4.2 Competitive Selection Categories

Competitive selection processes are used when Build EBR is entering into agreements that involve the exercise of programmatic discretion or redevelopment roles.

Competitive Selection Category	Description
Development Partnerships	Solicitation and selection of developers to implement real estate development projects (e.g., housing, commercial projects).

Subrecipient Partnerships	Solicitation and selection of nonprofits or public agencies to carry out funded programs or activities on behalf of Build EBR (e.g., title clearing clinics, community engagement, program delivery).

4.3 Non-Competitive Selection Categories

Certain arrangements are exempt from competition under Louisiana law or federal regulation, or based on public interest.

Non-Competitive Selection Category	Description
Intergovernmental Agreements	Cooperative Endeavor Agreements or MOUs with public entities such as the City-Parish, state agencies, or federal government bodies.
Property Transactions (Disposing or Leasing)	Selection of parties to acquire or lease Build EBR-owned properties does not need to be competitive as pricing is set by Fair Market Value (FMV). Public notice of these opportunities is encouraged.
Financial Contributors (Funders, Grantors, Investors)	Individuals or entities that provide financial contributions to Build EBR projects (such as grants, program-related investments, or capital infusions) do not require competitive selection, even if the investment results in revenue, fees, interest, profit, or value of some kind accruing to the contributor. In such cases, the funder may have its own policies or procedures for selecting Build EBR as a recipient or partner; it is the funder's responsibility to ensure compliance with those requirements. Build EBR will compete in good faith when such selection processes are made publicly available and/or communicated to Build EBR.

Section 5: Procurement Selection Requirements and Thresholds

Build East Baton Rouge (Build EBR) utilizes procurement to acquire goods, materials, services, and construction support from third-party vendors. This process ensures public transparency, fiscal responsibility, and compliance with state, and when applicable, federal procurement requirements. While procurement differs from competitive selection for developers and subrecipients, any procurement involving federal funds must comply with 2 CFR Part 200, the Louisiana Procurement Code, and other applicable guidelines.

Build EBR may use the following procurement tools depending on the size and type of the engagement:

- **Quotes:** Informal written or verbal pricing obtained from vendors. Required for small purchases and may be gathered by email, phone, or catalog. Documentation of quotes must include the vendor name, price, and rationale for selection.
- **Invitation to Bid (ITB):** Used when the scope is clearly defined and the contract will be awarded to the lowest responsive and responsible bidder. Most common for construction and straightforward goods or materials.
- **Request for Proposals (RFP):** Used when Build EBR is seeking both qualifications and pricing, and intends to evaluate proposals based on best value rather than low price alone. RFPs are typically used for complex professional service or consulting contracts.
- **Request for Qualifications (RFQ):** Used when Build EBR is primarily evaluating expertise, experience, and technical approach. Price may be negotiated after selection. This is often used for architectural, engineering, or planning services.

Procurement methods must match the project value thresholds and procurement category outlined in below. For example, purchases over $25,000 typically require formal procurement and public posting. Micro- and small purchases may rely on quotes, but must still follow best practices in documentation and fairness.

Build EBR may not waive formal procurement requirements unless one of the following non-competitive procurement methods applies:

- **Sole Source Procurement:** May be used when only one vendor is available and justifiable under state/federal rules (e.g., proprietary systems, specialized skill or local knowledge, or emergency needs).

- **State Contract or Cooperative Purchasing:** Build EBR may procure from approved vendors on the Louisiana State Contract list or piggyback off publicly procured agreements.

All procurements, regardless of size, must be:

- Documented and stored in the project file,
- Reviewed for conflicts of interest,
- Aligned with applicable insurance and licensing requirements, and
- Subject to approval from administrative and senior leadership based on delegated authority.
- Screened for must be verified as active and in good standing with the State of Louisiana (LA Secretary of State) and, if federally funded, verified as not debarred or suspended from federal funding eligibility, using the System for Award Management (SAM.gov)[2] , prior to contract execution.

5.1 Procurement Thresholds by Category

Procurement thresholds are established based on the **total anticipated value** of the contract. Build EBR must use the appropriate method of procurement for each category:

Goods, Materials, and Construction[3]

Procurement Value	Required Method
$0 – $10,000	**Micro-Purchase**: No quotes required, but pricing must be reasonable and documented. Rotation of vendors encouraged.
$10,000.01 – $30,000	**Small Purchase**: Solicit at least **3 documented quotes** from bona fide vendors (if available). Informal methods allowed (email or phone) but must be documented.
$30,000.01 and above	**Large Procurement**: Publicly advertised RFP, RFQ, or ITB, per state and/or federal rules[4].

[2] All vendors or contractors paid with federal funds must be verified as not debarred or suspended prior to award, and documentation of the SAM search (printout or screenshot) must be retained in the procurement record. This requirement also applies to subcontractors and any lower-tier vendors, where applicable.
[3] For federally funded construction projects exceeding $2,000, Davis-Bacon wage requirements apply.
[4] For federally funded purchases, the Simplified Acquisition Threshold currently stands at $350,000.

Professional Services[5]

Procurement Value	Required Method
$0 – $30,000 (per 12 month period for a max of 3 years)	**Micro-Purchase**: No quotes required, but pricing must be reasonable and documented. Rotation of vendors encouraged.
$30,000.01 – $150,000 (per 12 month period for a max of 3 years)	**Small Purchase**: Solicit at least **3 documented quotes**. Informal methods (email or phone) permitted if documented. See Louisiana R.S. 39:1621, as amended by Act 5.
$150,000.01+	**Large Procurement**: Use a publicly advertised RFP, RFQ, ITB, etc. Follow federal Uniform Guidance rules if applicable[6].

5.2 Procurement Method Descriptions

A. Micro-Purchase

- May be awarded without soliciting competitive quotations if the cost is reasonable.
- Efforts should be made to distribute purchases equitably among qualified suppliers.
- Documentation must include price reasonableness and vendor selection rationale.

B. Small Purchase

[5] Louisiana Public Bid Law does not require "competitive bidding or competitive negotiation" for non-A&E professional services, per Act 5 of 2025, which raised the threshold for requiring competition for Consulting Services contracts from $75,000 to $150,000, over a 12-month period. State agencies can contract for consulting services in an amount up to $449,997 in a 36-month period, provided not more than $149,999 is expended in each 12-month period. Contracts which exceed this amount will require a Request for Proposal (RFP) as provided by law. See Louisiana R.S. 39:1621, as amended by Act 5.

LA Division of Administration guidance can be found at: https://www.doa.la.gov/doa/osp/agency-resources/professional-contracts/

However, Build EBR applies a cap of $30,000 per annum per contract over a max of a 36-month period for selecting vendors in a non-competitive process to promote transparency and price competition. This cap can be waived by the CEO in writing to enter into a professional services contract for a max of $150,000 per annum per contract over a max of a 36-month period in line with state requirements.

[6] For federally funded purchases, the Simplified Acquisition Threshold currently stands at $350,000.

- Requires price or rate quotations from at least three to five sources.
- May be obtained via phone, email, catalog, or published prices.
- Selection must be based on lowest price or best value. Documentation is required.

C. Large Procurement

- Must be procured via sealed bidding (ITB) or competitive proposals (RFP/RFQ/RFEI).
- Solicitation must include scope of work, evaluation criteria, and delivery requirements.
- Solicitations must be publicly advertised at least 15 days prior to the deadline and provide sufficient time for respondents to prepare thorough proposals.
- Selection based on either lowest responsive quote or best value, as determined within the solicitation package.
- Requires evaluation committee, documented scoring, and public transparency.
- Conflicts of interest must be disclosed and mitigated prior to selection.

D. Sole Source Procurement

Sole source procurement may be used only when:

- The item or service is only available from a single source
- Public exigency or emergency will not permit delay from competitive methods
- Federal or grantor agency authorizes the sole source method
- After soliciting a number of sources, competition is deemed inadequate

All sole source procurements must be fully documented and approved by the Chief Operating Officer (COO) or Chief Financial Officer (CFO) and the President/CEO prior to award.

Section 6: Competitive Selection Requirements

Build East Baton Rouge (Build EBR) utilizes competitive selection—not procurement—to identify qualified developers and subrecipients for projects that involve public funding or deliver public benefit. While this process is distinct from procurement, any competitive selection tied to federal funding must comply with 2 CFR Part 200, including applicable rules on competition, conflicts of interest, and performance monitoring.

Build EBR may issue:

- A **Request for Proposals (RFP)** when seeking full project concepts, cost structures, and partner teams
- A **Request for Qualifications (RFQ)** when prioritizing experience, capacity, and approach over cost
- A **Request for Expressions of Interest (RFEI)**[7] when engaging the market early or exploring innovative approaches

Alternatively, Build EBR my forgo the above solicitation processes when a Competitive Selection process is not required, as in the following instances:

- **Piggyback:** Build EBR may contribute gap funding to projects competitively selected by other public agencies[8] (e.g., Louisiana Housing Corporation, City-Parish).
- **Direct Solicitation of Qualified Organization(s):** Build EBR may conduct a Direct Solicitation of Qualified Organization(s)[9] may be used when a review of the partner ecosystem demonstrates that fewer than three qualified organizations or firms exist for a given opportunity.

All competitive selections, regardless of whether the selected party is a developer or a subrecipient, must meet the following minimum standards:

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[7] RFEIs may result in direct negotiations and formal partnerships without a subsequent RFP or RFQ, if Build EBR determines a competitive process has occurred and the selected respondent meets all regulatory and programmatic requirements

[8] Build EBR must still conduct independent risk assessment and/or underwriting for projects over $350,000 and ensure regulatory compliance.

[9] This approach requires documented justification and is permissible for both developers and subrecipients under federal rules (2 CFR 200), provided the process remains transparent, nondiscriminatory, and compliant with applicable program regulations.

- **Clearly Defined Scope and Objectives:** Solicitations must include a description of the project, intended outcomes, and eligibility requirements.
- **Published Evaluation Criteria:** Each opportunity must include a scoring rubric or evaluation framework that details how proposals will be assessed, including alignment with Build EBR's goals and community priorities.
- **Broad Public Notice:** Opportunities must be publicly advertised and, when applicable, targeted outreach conducted to ensure that emerging and disadvantaged organizations are aware of the opportunity.
- **Transparency and Fairness:** Evaluations must be conducted by a qualified team with no conflicts of interest, using only the published criteria. Decisions must be documented with justification for the final selection.
- **Documentation and Recordkeeping:** All materials—public notices, submitted proposals, scoring records, conflict disclosures, and award letters—must be retained for a minimum of five years and may be subject to public records laws.
- **Debarment Screening:** All selected partners must be verified as active and in good standing with the State of Louisiana (LA Secretary of State), and, if the project is federally funded, verified as not debarred or suspended from federal funding eligibility, using the System for Award Management (SAM.gov) [10], prior to contract execution.
- **Risk Assessment and Monitoring:** For subrecipients and developers receiving public funding, Build EBR will complete a pre-award risk assessment and, for developers, financial underwriting. These assessments inform oversight requirements, compliance plans, and mitigation strategies.

These standards ensure that all partnerships initiated through a competitive selection process are fair, accountable, and aligned with Build EBR's commitment to equity and excellence in public service delivery.

6.1.1 Defining Developer Eligibility

A developer is a nonprofit or for-profit entity that undertakes real estate development and is neither a vendor nor a subrecipient. Instead, the developer serves as a quasi-beneficiary,

[10] All vendors or contractors paid with federal funds must be verified as not debarred or suspended prior to award, and documentation of the SAM search (printout or screenshot) must be retained in the procurement record. This requirement also applies to subcontractors and any lower-tier vendors, where applicable.

with benefits typically accruing in the form of developer fees or program income generated by the project.

Public agencies are not eligible to serve as developers, as they cannot receive developer fees or act as beneficiaries of federally funded development. However, public entities may serve in related roles—such as landowners, facilitators, or compliance agents—and may be compensated through project delivery fees or property-based revenue (e.g., lease payments, land sales). Additionally, Public Agencies can operate aligned nonprofit organizations that are eligible to receive developer fees or program income.

6.2 Developer Selection

Federal guidance and LA Public Bid Law allow for developers to be selected through competitive or direct solicitation outside of procurement, provided a fair and transparent process is used. If federal funds are used in the project, compliance with 2 CFR 200, Davis-Bacon, Section 3, NEPA, URA, and other applicable program rules are still required.

Developer selection processes will include:

- A public RFP, RFQ, or RFEI whenever three or more qualified entities exist
- Direct solicitation of proposals when fewer than three qualified developers are available, supported by a written justification
- Reference to corridor or neighborhood plans (e.g., Imagine Plank Road, Florida Corridor Plan)
- Evaluation of project alignment, capacity, financing strategy, and public benefit
- Competitive scoring and documented rationale for selection
- Negotiation of a term sheet, followed by a full development agreement
- Underwriting and risk assessment as part of due diligence prior to finalizing any agreement

6.3 Defining Subrecipient Eligibility

A subrecipient is a public or nonprofit organization that receives funding from Build East Baton Rouge (Build EBR) to carry out eligible program activities that align with Build EBR's mission and funding requirements. Subrecipients serve as implementation partners, responsible for delivering programs or services on behalf of Build EBR.

Subrecipients are distinct from vendors or contractors. Their relationship with Build EBR is defined by:

- Shared responsibility for program goals and outcomes
- Direct involvement in service delivery or community-based programming
- Compliance with applicable regulatory and performance requirements
- Oversight and accountability for the use of public funds

For-profit entities are not eligible to serve as subrecipients and therefore may not receive project delivery fees or recover costs under subrecipient agreements.

While subrecipients may be reimbursed for eligible administrative and project costs, they are not permitted to earn profit from these agreements. Build EBR will conduct risk assessments, provide technical assistance, and establish performance-based contracts to ensure effective delivery and compliance. All subrecipient agreements must outline roles, reporting requirements, and expected outcomes, and will be monitored by Build EBR throughout the period of performance.

6.4 Subrecipient Selection

A subrecipient is a public or nonprofit organization that receives federal funds from Build EBR to carry out eligible program activities. For Profit entities cannot serve as a Subrecipient and therefore cannot incur Project Delivery Fees.

Federal guidance and LA Public Bid Law allow for Subrecipients to be selected through competitive or direct solicitation outside of procurement, provided a fair and transparent process is used.

Subrecipient selection includes:

- A public RFP or RFQ when at least three qualified organizations are present
- Direct solicitation of proposals when fewer than three qualified candidates exist
- Evaluation of experience, capacity, program design, community alignment, and compliance history
- Submission of staffing plan, budget, and previous outcomes
- Execution of a subrecipient agreement outlining reporting, use of funds, and federal requirements
- Risk assessment prior to award, per 2 CFR 200.332, with appropriate monitoring tailored to risk level

Section 7: Solicitation Lifecycles

This section outlines the standard procedures for all solicitation methods used by Build East Baton Rouge (Build EBR), categorized by the type of procurement or competitive selection. These procedures ensure transparency, equity, and compliance with applicable laws while maximizing public benefit for East Baton Rouge Parish (EBR) residents.

7.1 Sole Source Procurement

This method applies to the procurement of goods, services, or construction where only one qualified source is available, or in cases of emergency or specialized services.

Steps:

- Document justification for sole source procurement of a vendor.
- Obtain internal approval from senior leadership.
- Ensure pricing is fair and reasonable.
- Maintain documentation on file for audit and public record compliance.
- Prepare a written scope of work, budget, and contract or Purchase Order.

Restrictions:

- Not applicable to developers or subrecipients.
- Subject to additional review or written approval from funder if federal funding is involved.

7.2 Micro-Purchase Procurement

Steps:

- Obtain a quote from a solicited or unsolicited vendor.
- Document rationale for selection, including consideration for cost reasonableness.
- Verify funding source and confirm compliance with funder requirements.
- Obtain internal approval from senior leadership.
- Prepare a written scope of work, budget, and contract or Purchase Order.

Restrictions:

- Not applicable to developers or subrecipients.

7.3 Small Purchase Procurement

Steps:

- Obtain at least 3 to 5 quotes[11] (email or verbal acceptable)
- Document rationale for selection, including consideration for cost reasonableness.
- Verify funding source and confirm compliance with funder requirements.
- Obtain internal approval from senior leadership.
- Prepare a written scope of work, budget, and contract or Purchase Order.

7.4 Large Purchase Procurement and Competitive Selection

Applies to Large Purchases of goods, materials, construction or public works, and professional services AND partnerships with Developers and Subrecipients when otherwise required by law. This solicitation often takes the form of RFPs, RFQs, RFEIs, or ITBs.

A. Pre-Solicitation Planning

Before issuing a solicitation, the project team must:

- **Define the need and scope** of the services, goods, or development outcome.
- **Confirm funding sources** and applicable compliance requirements (federal, state, or local).
- **Determine procurement method** based on project value and type (see Section 4).
- **Draft or refine relevant plans, schedules, and evaluation criteria.**
- **Identify potential conflicts of interest** and assign an evaluation team (see Section 6).
- **Confirm Board or executive authorization**, if required by internal policy or project risk.

[11] See Thresholds above.

All solicitations must be reviewed and approved by senior leadership and legal counsel prior to release.

B. Public Notice and Distribution

Each solicitation must include a clear and complete **Public Notice** containing the following elements:

- Title of the opportunity and issuing agency (Build EBR)
- Summary of the project or opportunity
- Submission instructions and deadlines
- Contact person for inquiries
- Required legal disclaimers (see Appendix A)

The notice must be published:

- On Build EBR's official website (www.buildbatonrouge.org)
- Via direct email to known vendors, developers, or trade organizations
- On regional or state procurement sites if applicable (e.g., LaPAC or SAM.gov)
- In additional media or community channels as appropriate to the project

Notices must remain publicly posted for a **minimum of 15 calendar days**, unless otherwise allowed by emergency procurement rules.

C. Issuance and Clarification Period

Upon release, the full solicitation package must include:

- Background and objectives
- Eligibility and submission requirements
- Evaluation criteria and scoring weights
- Site and neighborhood information (if applicable)
- Terms and conditions (see Appendix A)

During the clarification period:

- Respondents may submit written questions to the designated RFP Coordinator.

- Build EBR will issue a formal written addendum responding to all timely questions.
- Addenda must be distributed to all registered respondents or posted publicly.
- Build EBR staff may not have private or preferential communications with any vendor or respondent related to the solicitation during this window.

D. Submission of Proposals

All proposals must be submitted electronically via the designated email or portal listed in the solicitation. Submissions must include all required forms, attachments, and supporting documentation.

Build EBR will:

- Confirm receipt within 3 business days.
- Maintain a secure and confidential repository for all proposals until the evaluation period begins.
- Disqualify any late or incomplete proposals unless legally justifiable and properly documented.

While proposals must be submitted by the deadline specified in the solicitation, the President/CEO of Build East Baton Rouge retains full discretion to accept late or partial submissions if it is determined to be in the best interest of the agency. This discretion may only be exercised prior to the public announcement of any awardees under the solicitation. The rationale for any such acceptance shall be documented in writing.

E. Evaluation and Scoring

Build EBR will convene an evaluation committee consistent with Section 10 (Roles and Responsibilities). The committee will:

- Conduct individual scoring based on published criteria OR meet as a group to discuss rankings and reach consensus.
- Document rationale for final scores and prepare a summary report and/or maintain documentation of scoring rubrics.
- At their discretion, shortlist top-ranked respondents for further due diligence, interviews, or negotiation.

Scoring must be based solely on the evaluation criteria published in the solicitation. Build EBR may waive minor informalities or allow clarifications that do not alter the substance of the proposal. Additionally, Build EBR, on behalf of its own agency due diligence investigations or on behalf of the scorers, may solicit additional information or conduct interviews in group or individual settings to improve the outcome of the scoring process.

F. Interviews, Negotiation, or Additional Review

Depending on the solicitation type:

- Shortlisted firms may be invited to attend interviews or presentations and may provide additional material upon request.
- Build EBR may conduct technical due diligence including financial vetting, reference checks, or site visits.
  - If the review is a part of a Competitive Selection, this could include a Risk Assessment and/or Underwriting
  - If the review is a part of a Procurement process, this could include a Price or Cost Analysis.
- Build EBR may enter non-binding negotiations on key terms[12], including but not limited to: project budget elements (developer fee, cost-sharing, project costs), scheduling, design components, and partnership roles.
- May be requested to sign a Non-Disclosure Agreement (NDA) to further discussions of proprietary project details.

G. Selection and Award

Following evaluation:

[12] Entering negotiation does not create any binding obligation. Only an executed contract or legally binding agreement signed by Build EBR's President/CEO or authorized designee will establish enforceable commitments.

Negotiations are a tool to ensure Build EBR obtains the best value in furtherance of the goals stated in the solicitation. Final terms may change during this process.

Build EBR reserves the right to terminate negotiations at any time if it is determined negotiations are not leading to a viable or compliant outcome, or if another respondent is deemed more favorable. Build EBR reserves the right to reject all proposals or reissue the solicitation if no responsive or qualified submissions are received.

- A final recommendation will be presented to senior leadership and/or the Board for approval.
- The selected respondent will receive a Notice of Intent to Award.
- Build EBR will enter a negotiation period, culminating in a Term Sheet or Contract, if applicable. Only after a fully negotiated and signed contract, term sheet, or ground lease agreement is executed will any binding obligation be established.
- Non-selected respondents may request feedback on their proposals, but providing feedback is at Build EBR's absolute discretion and will be provided only when feasible and appropriate to the public and agency's interest.

7.5 Piggyback on Government-Led Competitions

Used when Build EBR seeks to co-invest or fill a gap in projects competitively selected by another public agency.

Steps:

- Obtain documentation of the other agency's solicitation, scoring, and selection.
- Confirm public notice and fairness of original competition.
- Confirm that Build EBR participation is compliant with funding source, including conducting supplemental risk assessment or underwriting if required by the funder.

7.6 Direct Solicitation of Qualified Organizations

Used when fewer than three qualified respondents exist due to niche expertise, timeline, or strategic alignment.

Steps:

- Conduct market scan or outreach to confirm limited pool.
- Document justification for direct solicitation.
- Prepare scope and request proposal from 1–2 organizations.
- Document rationale for selection, including consideration for cost reasonableness.
- Verify funding source and confirm compliance with funder requirements, including conducting underwriting and risk assessment if required.
- Obtain internal approval from senior leadership.

- Prepare a written scope of work, budget, and contract or Purchase Order.

Section 8: Required Terms in Solicitations

To protect public resources, ensure legal compliance, and establish consistent expectations across all solicitations, Build East Baton Rouge (Build EBR) requires specific terms and conditions to be included in every procurement or competitive selection issued by the agency. These terms clarify the rights and responsibilities of both Build EBR and respondents and help mitigate risk across the agency's contracting and partnership processes. The extent and form of these terms vary by solicitation type but must always be incorporated in a manner appropriate to the scale, complexity, and funding source of the opportunity.

8.1 Large Purchase Procurement and Competitive Selection

To ensure consistency, transparency, and legal compliance, all formal solicitations issued by Build East Baton Rouge (Build EBR), including Requests for Proposals (RFPs), Requests for Qualifications (RFQs), Requests for Expressions of Interest (RFEIs), and Invitations to Bid (ITBs), must include **Addendum D: Standard Terms and Conditions**[13] as part of the solicitation package.

Modifications to Addendum D are permitted only with approval from legal counsel and senior leadership, and any deviation must be documented in the procurement or selection file.

At a minimum, the Terms and Conditions must include the following elements:

- **Right to Cancel or Reject**: Build EBR reserves the right to cancel any solicitation, reject any or all submissions, and to waive any informalities or irregularities when deemed in the best interest of the agency or public.
- **No Obligation to Award**: The issuance of a solicitation does not commit Build EBR to select any proposal, enter into any agreement, or fund any project.
- **Non-Responsibility for Costs**: Respondents bear all costs associated with developing and submitting a proposal. Build EBR is not liable for any expenses incurred during the preparation, submission, or negotiation process.
- **Compliance with Applicable Laws**: All respondents must comply with applicable local, state, and federal laws, including but not limited to HUD regulations, 2 CFR

[13] Addendum D outlines the minimum required legal and procedural disclaimers and conditions, which are non-negotiable and must be included in all publicly issued solicitations. These terms help protect Build EBR, ensure regulatory compliance, and clearly define expectations for respondents.

Part 200 (if federally funded), Louisiana procurement statutes, and Build EBR's internal policies.

- **Public Records Disclaimer**: Proposals submitted to Build EBR may be subject to the Louisiana Public Records Law. Proprietary information should be clearly marked and may be protected only to the extent allowed by law.
- **Conflict of Interest and Non-Collusion**: Respondents must certify that they have no actual or apparent conflict of interest, and that their submission was prepared without collusion or fraud.
- **Licensing and Insurance Requirements**: All selected vendors, subrecipients, or developers must maintain any required business licenses and insurance coverage as outlined in the solicitation or contract terms.
- **Developer and Subrecipient Definitions and Restrictions**: Solicitations must clarify whether the selected partner will serve as a subrecipient or developer, and the associated compliance requirements and limitations of each role.

8.2 Informal Solicitations or Quote Requests

Solicitations issued under Micro-Purchase or Small Purchase procedures (e.g., requests for price quotes via email or phone) are not required to include the full Addendum D. However, they must:

- Reference the relevant **standard terms** and incorporate them by reference, and
- Clearly communicate expectations regarding **compliance with applicable laws**, **public records**, and **non-collusion** in the solicitation text or confirmation of award.

All quote documentation should still reflect:

- The **non-binding nature** of the solicitation,
- Any required **conflict of interest disclosures**, and
- Applicable **licensing or insurance requirements** (if necessary for the work being procured).

This ensures that even streamlined purchasing remains compliant and protective of public resources.

Section 9: Conflict of Interest Policy

Build East Baton Rouge (Build EBR) is committed to maintaining the highest ethical standards in all procurement and competitive selection processes. This Conflict of Interest Policy establishes clear expectations and safeguards to prevent actual, potential, or perceived conflicts of interest in connection with solicitations, awards, and contract administration. This section applies to all employees, officers, consultants, board members, and agents involved in decision-making or implementation of Build EBR-administered projects and programs.

9.1 Applicability

This policy applies to all procurement transactions (including Micro-Purchase, Small Purchase, and Formal Procurement), as well as all Competitive Selection processes for developers, subrecipients, and program partners, regardless of funding source. It applies equally to:

- Build EBR employees, officers, board members, and consultants
- Partner agencies, subrecipients, and developers
- Any other individuals or entities in a position to influence a Build EBR-administered solicitation or project

9.2 Covered Individuals and Relationships

A conflict of interest may arise when a covered individual has a financial, personal, or professional interest that could impair—or appear to impair—their impartiality. This includes but is not limited to:

- Immediate family relationships (spouse, fiancé(e), parent, child, sibling, in-law)
- Business partnerships or employment relationships
- Board service or advisory roles with bidding or partnering entities

Covered individuals must not:

- Participate in decisions related to the solicitation, review, award, or administration of a contract or grant in which they or a covered relation has a financial or other interest
- Use their position or access to confidential information for personal gain

9.3 Prohibited Conduct

To protect the integrity of Build EBR processes:

- No employee, officer, or agent may solicit or accept gratuities, gifts, or favors from any vendor, contractor, applicant, or other third party engaged with Build EBR, except for unsolicited items of nominal value (less than $60[14])
- No person may influence or attempt to influence a procurement or selection outcome for personal benefit or the benefit of their relation
- Organizational conflicts must be disclosed if an affiliated entity stands to benefit from a Build EBR-administered award

9.4 Disclosure and Mitigation

All respondents to Build EBR solicitations must complete and submit a Conflict of Interest and Non-Collusion Certification (Addendum E). Build EBR staff and board members must disclose any potential conflicts to the Chief Executive Officer and the Chief Operating Officer or designated ethics officer, who will assess and determine appropriate mitigation strategies.

Mitigation measures may include:

- Recusal from relevant decision-making
- Replacement of the evaluator or project lead
- Formal conflict reviews by legal counsel or ethics designee

9.5 Exceptions and Waivers

In rare instances, Build EBR may consider a written request for a waiver of conflict restrictions. To be eligible:

- The conflict must be publicly disclosed, with supporting documentation
- Legal counsel must provide a written opinion that the conflict does not violate applicable law

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[14] If gift is for entire office or board, the gifts relative per person value cannot exceed $60. Additionally, gifts of any kind and at any level that are made with the express or insinuated purpose of steering any financial or contracting decisions, including kickbacks and gratuities, is expressly forbidden by any agent of Build EBR, it’s officers, vendors, or contractors.

Waiver decisions must be approved by Executive Leadership and documented in the procurement or program file. No waiver may be granted if it undermines public confidence, program integrity, or Build EBR's mission.

9.6 Conflict of Interest Form Requirements

All contractors, subrecipients, and developers selected through any procurement or competitive selection process must complete and submit conflict of interest certifications prior to contract execution, except in the cases outlined below.

Government Entities Exception
Public agencies or government entities (including city, parish, state, or federal bodies) are exempt from the conflict of interest certification requirements described in this section. These entities are presumed to be governed by their own internal ethics and procurement standards, and Build EBR does not require additional certifications from such entities.

Build EBR utilizes two separate conflict of interest instruments, each serving a distinct purpose:

A. **Conflict of Interest Disclosure (All Contracts)**

The Conflict of Interest Disclosure is required for all non-government contractors, subrecipients, and developers, regardless of contract value.

- The Disclosure must be completed and submitted with or prior to contract execution.
- The Disclosure may be completed and signed digitally for contracts of any amount.
- The completed Disclosure shall be attached to and incorporated into the contract file.
- The Disclosure remains valid for the full term of the contract and all subsequent amendments.

B. Conflict of Interest Affidavit (Contracts at or Above $350,000)

For any contract with a total value of $350,000 or greater at the time of execution, a Conflict of Interest Affidavit is also required.

- The Affidavit must be wet signed and notarized.
- The Affidavit must be executed prior to contract execution.

- Government entities are exempt from this requirement.

C. Contract Amendments Exceeding $350,000

If a contract originally executed for less than $350,000 is later amended such that the total contract value equals or exceeds $350,000, the following applies:

- A Conflict of Interest Affidavit must be executed, wet signed, and notarized as part of the amendment process.
- The originally executed digital Conflict of Interest Disclosure remains valid and sufficient for the amended contract. No replacement or re-execution of the Disclosure is required when the Affidavit is added.

These provisions balance accountability with administrative efficiency, aligning with both federal guidance and Build EBR's internal risk management practices.

9.7 Enforcement and Training

Violations of this policy may result in disciplinary action, disqualification of proposals, termination of contracts, or referral to appropriate enforcement authorities. All Build EBR staff and affiliates involved in solicitation or selection processes must receive training on conflict of interest policies and sign annual affirmations.

This policy will be reviewed periodically and updated to remain consistent with best practices, legal requirements, and organizational values.

Section 10: Internal Roles and Responsibilities

Successful procurement and competitive selection processes at Build East Baton Rouge (Build EBR) require coordination across multiple levels of the organization. Build EBR assigns core responsibilities across key organizational roles to ensure that each procurement or competitive selection process is legally compliant, well-documented, and aligned with the agency's mission. These roles[15] provide a functional framework for implementation.

However, Build EBR acknowledges that staffing structures may evolve over time, and that capacity constraints may require some responsibilities to be consolidated. Additionally, Build EBR acknowledges that different procurement and competitive selection processes have different levels of inherent risk and therefor require different levels of oversight.

10.1 Staffing Structure

Build EBR's staffing structure is intentionally lean and evolving. To ensure flexibility while preserving accountability, responsibilities outlined in this document are organized by leadership level, rather than job title. The actual individual in each role may vary depending on staffing capacity, but the roles below establish a consistent framework for assigning authority, oversight, and responsibility.

Leadership Level	Title[16]	Description
Level 1	**Executive Leadership**	Includes the President & CEO. Provides overall strategic direction, signs major contracts, and represents Build EBR publicly. Final approver for all high-risk or high-value actions.
Level 2	**Senior Leadership**	Includes roles such as the COO and CFO. Responsible for ensuring legal and financial compliance, supervising procurement and selection processes, and overseeing final recommendations prior to CEO approval.
Level 3	**Program Leadership**	Includes Directors and Program Managers (e.g., Director of Real Estate, Director of Planning, Director of Finance & Operations). Responsible for managing individual programs or departments and overseeing projects from planning through execution.

[15] Final role assignments may be adjusted based on the complexity or risk of the solicitation, but all responsibilities must be fulfilled and documented within the solicitation file. Delegation of responsibilities may be made in writing or verbally, and approved by senior leadership when appropriate.
[16] The title of the grouping of roles for the purposes of this Policy and Procedure.

Level 4	**Program Staff**	Includes Project/Program Coordinators and Administrative Officers (e.g., Planning Coordinator, Land Bank Coordinator, Purchasing Officer). Handles day-to-day implementation, coordination, recordkeeping, and communication. May serve as RFP Coordinators.
Level 5	**Legal Counsel**	May be in-house, external, or a designated Board representative. Responsible for reviewing solicitations, contracts, terms, conflict disclosures, and ensuring all applicable legal requirements are met. Participates in approvals for any formal changes to contract terms or risk-sensitive matters.

10.2 Adapting to Staffing Changes

Due to Build EBR's lean staffing model, it is expected that in certain solicitations, one staff member may fulfill multiple roles described below. When this occurs, Build EBR will take care to ensure appropriate checks and balances remain in place, particularly in high-risk or high-dollar procurements. This includes a minimum of two staff members reviewing any Large Purchase Procurement or Competitive Selection process.

In addition, legal counsel, whether internal staff or external consultants, must be engaged at key points in the process to ensure compliance with relevant laws and regulations, particularly in matters related to solicitation language, contract terms, conflicts of interest, and protest resolution.

10.3 Risk Level 1: Micro and Small Purchase

Applies to:

- Micro-Purchase (≤ $10,000)
- Small Purchase ($10,001–$25,000 or $29,999, depending on category)

Role	Responsibilities
Executive or Senior Leadership	• Approves need and estimated value • Reviews price reasonableness • Authorizes final vendor selection
Program Leadership or Staff	• Obtains and documents price quotes • Screens vendor (e.g., active status with Secretary of State)

	• Retains file documentation (quotes, approvals, email records)
Legal Counsel	Not required to review unless federal funds or conflicts arise.

10.4 Risk Level 2: Sole Source, Piggyback, or Direct Solicitation

Applies to:

- Sole Source (Vendors)
- Piggyback (Developers/Subrecipients)
- Direct Solicitation of Qualified Organizations (Developers/Subrecipients)

Role	Responsibilities
Executive Leadership	• Reviews and approves justification memos • Confirms funding compliance • Signs off on final partner recommendation
Senior or Program Leadership	• Leads partner vetting • Drafts or reviews justification memo and risk assessment • Coordinates documentation for board or CEO approval
Program Staff	• Conducts screening (e.g., SAM.gov, SoS status) • Collects documentation (justification, budgets, prior selection documents) • Maintains selection file
Legal Counsel	May[17] review final justification and any sole source or piggyback agreement terms, particularly when federal funds are involved.

10.5 Risk Level 3: Large Purchase Procurement & Competitive Selection

Applies to: All RFPs, RFQs, RFEIs, or ITBs used for vendors, developers, or subrecipients above applicable thresholds

[17] At discretion of Executive Leadership

Role	Responsibilities
Executive Leadership	• Provides executive leadership and direction • Approves all final selections and awards • Ensures alignment with Board priorities and agency mission • Signs or authorizes contracts, agreements, and public announcements
Senior Leadership	• Oversees the solicitation and award process • Reviews and approves solicitations before release • Ensures fiscal and legal compliance with applicable policies and regulations • Coordinates with legal counsel, external auditors, or funders as needed
Program Leadership	• Manages solicitation development and planning • Approves scopes of work, evaluation criteria, and publication plans • May serve on evaluation panels or interview teams • Ensures project objectives are integrated into procurement or selection strategies
Program Staff	• Drafts solicitations and collects required attachments • Manages public notice, vendor communication, and Q&A • Tracks submissions, coordinates evaluation logistics, and compiles documentation • Maintains records and ensures archiving of procurement files in accordance with Section 5.8
Legal Counsel	• Reviews solicitations and contracts for compliance with applicable laws and funding requirements • Advises on conflict of interest, protest procedures, and contract modifications • Ensures Addendum D is consistent with applicable legal standards and internal policy

Section 11: Vendor Communication Policy (Blackout Period)

To preserve fairness, integrity, and transparency in Build East Baton Rouge's (Build EBR) solicitation processes, a **vendor communication blackout policy** applies to all formal solicitations, including Requests for Proposals (RFPs), Requests for Qualifications (RFQs), Requests for Expressions of Interest (RFEIs), and Invitations to Bid (ITBs). However, this policy also allows for structured and equitable flexibility in circumstances where Build EBR must maintain open communication with stakeholders, many of whom serve in multiple capacities.

11.1 Definition and Applicability of Blackout Period

The blackout period begins upon the release of a solicitation and ends with either the:

- **Public announcement of the selected respondent** and execution of a contract/term sheet; or
- **Formal cancellation or close of the solicitation** without award.

During this period, vendors, respondents, and affiliated entities must follow defined communication protocols to avoid the appearance of impropriety or preferential treatment.

11.2 Permitted Communications

The following communications are allowed during the blackout period:

- Written questions submitted via email to the designated RFP/RFQ/RFEI coordinator, by the published deadline.
- Participation in formal pre-proposal meetings, technical assistance sessions, or public site visits organized and posted by Build EBR.
- Receipt of addenda, clarifications, or Q&A responses issued publicly by Build EBR.
- General meetings or conversations with Build EBR staff unrelated to the specific solicitation, such as:
  - Check-ins on other unrelated projects,
  - Board or committee meetings,
  - Discussions of pipeline opportunities or partnership development not referencing the solicitation or conveying any scoring/evaluation advantage.

11.3 Additional Permitted Communications for Rolling Solicitations

For rolling solicitations, where submissions are accepted over time, Build EBR may allow informational meetings with prospective applicants upon request. These meetings:

- Must be openly available to all interested parties;
- May be scheduled upon request and subject to staff availability;
- Must be documented and held by designated staff (e.g., the RFP Coordinator or their supervisor);
- May include general discussion of Build EBR priorities, eligibility, and goals, but may not include any coaching, feedback, or input on specific proposals or advantage to one respondent over another.

Build EBR will maintain a written log[18] of all such meetings and ensure consistency of information across sessions.

11.4 Prohibited Communications

The following are prohibited during the blackout period:

- Private, preferential, or off-the-record communications with Build EBR staff, Board members, or evaluators regarding the substance, evaluation, or scoring of the solicitation.
- Lobbying, informal influence, or advocacy aimed at promoting or discrediting a proposal or respondent.
- Sharing of draft proposals or requesting Build EBR feedback outside of official technical assistance events.

Violations of these provisions may result in disqualification from the solicitation at the discretion of Build EBR senior leadership.

11.5 Exceptions

Exceptions to the blackout policy may be made only in writing by the Build EBR President/CEO or designee. Examples may include:

- Emergency procurement under exigent circumstances;

[18] This can include Build EBR staff calendars.

- Legal or compliance-related communications;
- Continued engagement in ongoing work under an existing contract, as long as the interaction does not confer unfair insight or advantage related to the solicitation.

All exceptions and related communications must be documented and maintained in the official procurement or selection file.

Section 12: Bid Protest and Hearing Procedure

Build East Baton Rouge (Build EBR) is committed to maintaining a fair and transparent procurement and competitive selection process. Vendors, applicants, or respondents who believe they have been unfairly disqualified or adversely affected by a solicitation decision may initiate a formal protest as outlined below.

12.1 Grounds for Protest

A protest may be filed only on the following grounds:

- Alleged violation of Build EBR's established procurement or selection procedures;
- Apparent conflict of interest or unethical behavior by an evaluator or official;
- Bias, favoritism, or an unfair competitive advantage;
- Error in the scoring or evaluation process that materially affected the outcome.

Disagreement with a decision alone is not sufficient grounds for a protest.

12.2 Protest Filing Procedure

Protests must be submitted in writing to the designated RFP/RFQ Coordinator or to the Build EBR COO. The protest must be filed within five (5) business days of the date the protester receives written notice of disqualification or non-selection.

The written protest must include:

- Name and contact information of the protester;
- Reference to the solicitation title and date;
- Detailed description of the facts supporting the protest;
- Reference to the specific section(s) of Build EBR policy or applicable law allegedly violated;
- Any relevant documentation to support the protest claim;
- The relief or remedy requested.

12.3 Protest Review and Optional Informal Hearing

Build EBR leadership will review the protest within five (5) business days of receipt. If the protest raises sufficient merit to warrant further review, Build EBR may offer the protester the opportunity for an informal hearing or meeting, either virtually or in person, to clarify and discuss the protest.

Hearings will be conducted by the COO or other neutral member of Build EBR's senior leadership not directly involved in the evaluation.

Build EBR will issue a written ruling on the protest within:

- **Twenty (20) business days**, OR
- **Five (5) business days** after the next earliest scheduled Board of Commissioners meeting, OR
- **Five (5) business days** after the informal hearing is held, whichever of the three is later.

The decision will include a summary of the issues, findings, and final determination. All rulings by Build EBR shall be final. There is no administrative appeal beyond this stage.

12.4 Suspension of Award

No contract award shall be executed until the protest has been resolved, unless doing so is deemed critical to public health, safety, or operational necessity by the President/CEO or legal counsel.

Section 13: Change Order and Contract Amendment Process

Build East Baton Rouge (Build EBR) recognizes that project scopes, funding availability, or implementation conditions may change during the life of a contract. This section outlines the process for reviewing, approving, and documenting changes to existing contracts, agreements, or scopes of work[19] to ensure accountability, budget control, and regulatory compliance.

13.1 Approval Thresholds

All proposed changes must be documented, justified, and approved based on their nature and impact on the original agreement. Modifications must be signed by all parties to the original agreement and filed in the contract file. The three primary types of contract modifications include:

- **Cost Changes**: Adjustments to the total contract value (increase or decrease)
- **Time Changes**: Extensions or reductions to the contract period
- **Term Changes**: Modifications to scope, deliverables, performance standards, or legal terms

Cost Impact	Approval & Recording Requirements
Less than 10% of the original contract value and **under $10,000**	May be approved by **Senior or Executive Leadership**, with review and input by **Program Leadership**. Must be documented in the project file and signed by both parties.
10% or more of the original contract value **and over $10,000**	Requires formal justification, review by **Legal Counsel**, **Senior Leadership**, and **Program Leadership**, with final sign-off by **Executive Leadership**. Must be documented in the project file and signed by both parties. If related to a developer agreement that was previously filed as a lien on the project site,

[19] This policy applies to all procurement contracts, professional service agreements, subrecipient agreements, developer partnerships, and construction-related contracts issued by Build EBR, regardless of funding source.

	the change must also be recorded with the East Baton Rouge Parish mortgage office.
Cumulative changes[20] totaling 20% or more	Subject to the same requirements as above, even if each individual change is below the threshold.

Time Impact	Approval Requirements
Extensions of **less than 1 month** or early close-outs with no change in cost or terms	May be approved by **Senior or Executive Leadership**, with review and input by **Program Leadership**. Must be documented in the project file and signed by both parties.
Extensions that impact **milestones, funding drawdowns, or public deliverables**	Requires formal justification, review by **Senior Leadership** and **Program Leadership**, with final sign-off by **Executive Leadership**. Must be documented in the project file and signed by both parties.
Substantial changes to project phasing or delivery timelines	Requires formal justification, review by **Legal Counsel**, **Senior Leadership**, and **Program Leadership**, with final sign-off by **Executive Leadership**. Must be documented in the project file and signed by both parties.

Term Impact	Approval Requirements
Minor clarifications or administrative corrections	May be approved by **Senior or Executive Leadership**, with review and input by **Program Leadership**. Must be documented in the project file and signed by both parties.

[20] Cumulative changes include all amendments or change orders, regardless of impact to costs that constitute the second of such changes. For instance, the second change order, even if they total less than 10% and $10,000 cumulatively, will still trigger this level of review.

Material scope changes (e.g., adding or removing services, changing deliverables, revising legal clauses)	Requires formal justification, review by **Legal Counsel**, approval by **Senior Leadership**, and final sign-off by **Executive Leadership**. Must be documented in the project file and signed by both parties.

13.2 Required Documentation

All contract modifications must include:

- A written description of the proposed change
- Updated contract terms or revised scope of work
- Budget impact analysis or revised payment schedule
- Justification memo explaining the need for the change
- Signatures from both Build EBR and the contracting entity
- Filing receipts (if applicable) from the mortgage office

13.3 Public and Board Notification

For contracts originally approved by the Build EBR Board, significant amendments (e.g., exceeding 30% in value or materially altering the scope) must be reported at the next regular board meeting, even if no new board approval is legally required.

Section 14: Recordkeeping and Public Access

Build East Baton Rouge (Build EBR) will maintain all solicitation-related records for a minimum of **five (5) years** following the conclusion of the procurement or selection process, or longer if required by the terms of any applicable grant, contract, or federal regulation. Records may be subject to the **Louisiana Public Records Law**, with exceptions provided for properly documented proprietary or confidential information.

Required documentation includes, but is not limited to:

- Public notices and published addenda
- All proposals or applications received
- Evaluation tools, individual scoring forms and/or consensus scoring documentation
- Conflict of interest disclosures and recusals
- Communications with respondents related to the process
- Meeting agendas, notes, and final selection summaries
- Notices of intent to award and final executed agreements or contracts
- Any approved amendments, change orders, or termination records

14.1 Proprietary and Confidential Information

Respondents may submit proprietary or confidential materials as part of their proposal, provided they comply with the following requirements:

- **Marking**: Proprietary information must be clearly labeled as “Confidential” or “Proprietary” at the time of submission.
- **Scope**: The designation should apply only to the specific portion(s) of the proposal that contain sensitive material. Blanket confidentiality claims over entire proposals will not be honored.
- **Duration and Use**: Respondents should indicate the requested confidentiality period, any limitations on disclosure, and how Build EBR is expected to handle downstream sharing (e.g., with evaluators, funders, or legal counsel).
- **NDA Requirements**: If proprietary materials are to be shared during interviews or negotiations, Build EBR may require execution of a **Mutual Non-Disclosure Agreement (NDA)** prior to the exchange.

Build EBR will make reasonable efforts to protect proprietary information from public disclosure but **cannot guarantee confidentiality** for any materials unless clearly marked and supported by applicable law.

Addendum A: Risk Assessment Template

PART 1: ORGANIZATIONAL INFORMATION (Completed by Applicant)

1. **Organization Name:**
2. **Type of Entity:**
3. **Contact Person:**
4. **Title:**
5. **Email Address:**
6. **Phone Number:**
7. **Mailing Address:**

PART 2: PRIOR EXPERIENCE & PERFORMANCE (Completed by Applicant)

1. Has the organization received federal or public funds in the past 3 years?

2. Has the organization managed similar projects or activities in the past?

3. Has the organization been subject to monitoring, findings, or audit issues in the last 5 years? (Please provide last year's audit)

4. Does the organization have internal policies and procedures for:
    - Financial Management [ ] Yes, if so please provide [ ] No
    - Procurement [ ] Yes, if so please provide [ ] No
    - Conflict of Interest [ ] Yes, if so please provide [ ] No
    - Record Retention [ ] Yes, if so please provide [ ] No

PART 3: ORGANIZATIONAL CAPACITY (Completed by Applicant)

1. Does the organization have a full-time financial officer or equivalent?

2. Does the organization use accounting software and maintain separate accounts for each funding source?

3. Number of full-time employees: ________ Part-time employees: ________

4. Does the organization conduct regular internal reviews or board oversight of finances and operations?

PART 4: RISK LEVEL DETERMINATION (Completed by Build EBR Staff)

Risk Factor	***Low Risk***	***Medium Risk***	***High Risk***	***Notes***
Prior Experience with Similar Projects	[ ]	[ ]	[ ]	
Financial & Administrative Controls	[ ]	[ ]	[ ]	
Audit/Monitoring History	[ ]	[ ]	[ ]	
Staffing and Resources	[ ]	[ ]	[ ]	
Required Policies in Place	[ ]	[ ]	[ ]	

Overall Risk Rating: ______________________

Recommended Oversight:

Review Completed by: ____

Title: ____ **Date:** _____________________

Addendum B: Underwriting Template

This template is designed to guide Build East Baton Rouge (Build EBR) staff through the underwriting process for proposed developments receiving public funds, land, or other forms of investment. It applies to all development partnerships and must be completed prior to executing any term sheet or development agreement.

PART 1: PROJECT INFORMATION (Completed by Applicant)

Project Name:

Developer Name:

1. Project Overview

- **Brief description of the project:**
- **Project location/address:**
- **Type of project:** (e.g., affordable housing, mixed-use, commercial, food access)
- **Public benefit(s):**
- **Site control status:** (e.g., owned by Build EBR, private, under option)

2. Development Team Evaluation

- **Experience with similar projects:**
- **Financial capacity:**
- **Organizational structure and qualifications:**
- **Key team members (developer, architect, contractor, etc.) and their resumes:**
- **References for similar past project:** Yes, if so please provide / No

3. Sources and Uses Analysis

- **Is pro forma available?** Yes, if so please provide / No

Source	Amount	Status (Committed / Pending / Considered / Unknown)
Developer Equity		

Private Loan		
Grant(s) (specify)		
Tax Credits (if any)		
Build EBR Contribution		
Other (specify)		
Total Sources	**$0.00**	

Use	Amount
Land Acquisition	
Site Work	
Construction Hard Costs	
Soft Costs	
Contingency	
Developer Fee	
Reserves	
Other (specify)	
Total Uses	**$0.00**

PART 4: RISK LEVEL DETERMINATION (Completed by Build EBR Staff)

- **Do sources and uses balance?** Yes / No
- **Build EBR investment as % of total cost:**
- **Developer fee as % of total development cost:**

1. Operating Pro Forma Review

- **Stabilized year assumptions reviewed:** Yes / No
- **Rent or revenue assumptions:** Reasonable / Aggressive / Unrealistic

- **Operating expense assumptions:** Reasonable / Aggressive / Unrealistic
- **Debt service coverage ratio (DSCR):**
- **Loan-to-value (LTV):**
- **Capital reserves funded and maintained?** Yes / No
- **Affordability levels, if applicable:**
- **Compliance period or term (years) seems manageable given revenue and reserves over that same time period:**

2. Public Benefit and Risk Evaluation

- **Does this project align with adopted plans or priorities?** Yes / No
- **Does the project meet the minimum threshold for public benefit?** Yes / No
- **Does Build EBR's investment leverage other funding?** Yes / No
- **Are there significant execution risks (e.g., zoning, permitting, financing gaps)?** Yes / No
- **Does the project require additional subsidy or gap closing beyond what is currently available or reasonably available?** Yes / No

3. Recommendation

- **Is the project financially feasible?** Yes / No
- **Is the public investment reasonable given the benefit?** Yes / No
- **Risk mitigation strategies proposed:**
- **Recommended next steps (e.g., negotiate term sheet, request clarifications, deny):**

Review Completed by: ____

Title: ________________________________ **Date:** ________________

Addendum C: Explanation of Price and Cost Analysis

Price and cost analysis are distinct but related tools used in procurement to determine whether a proposed price is fair and reasonable. Build East Baton Rouge (Build EBR) must conduct either a price analysis or a cost analysis before awarding federally-funded[21] contracts through a procurement process. This addendum summarizes when and how each method is used, and outlines expectations for documentation.

When to Use Price vs. Cost Analysis

Analysis Type	When to Use	Description
Price Analysis	For most procurements using commercial, catalog, or competitive prices.	Compares total prices from multiple vendors or sources to evaluate reasonableness.
Cost Analysis	Required when price competition is lacking, or when awarding a sole-source contract or change order, or when determining the reasonableness of individual cost elements.[22]	Evaluates the separate elements of cost (labor, materials, overhead, etc.) to determine reasonableness.

Price Analysis Acceptable Methods

- Comparison of competitive quotes or bids
- Comparison of published price lists or catalog pricing

---

[21] Special Note For federally funded contracts, all price and cost analysis procedures must comply with 2 CFR Part 200. In all cases, Build EBR must ensure that pricing is fair, reasonable, and aligned with public interest and fiduciary responsibility.

[22] Cost Analysis Techniques Must be used when:

- Only one response is received to a solicitation AND there is not publicly available information or past, comparable bids with which to make a Price Analysis
- Sole source procurement is conducted

- Comparison to previous prices paid for similar services or goods
- Use of established market rates for similar goods or services

Cost Analysis Acceptable Methods

Cost Analysis requires individual review of the following elements:

- Direct labor costs
- Materials and supplies
- Subcontractor or consultant costs
- Indirect costs (overhead, administrative)
- Profit or fee

In order to conduct a Cost Analysis, Build EBR should:

- Request a detailed breakdown of cost elements from the vendor
- Evaluate the accuracy and reasonableness of each component
- Consider past experience, industry standards, and available benchmarks

Documentation Requirements

The procurement or contract file must include:

- The method used (price or cost analysis)
- A description of the basis for the determination of reasonableness
- The individuals who performed and approved the analysis
- Any supporting data (quotes, catalog pages, cost breakdowns, etc.)

Build EBR must retain this documentation in accordance with Section 13: Recordkeeping and Public Access of the Procurement Policies and Procedures Manual.

Addendum D: Standard Terms and Conditions Template

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.

Addendum E: Conflict of Interest Forms

Conflict of Interest Disclosure Form

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 Build EBR:

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 an entity that has a contractual relationship with your organization to provide goods or services, sponsor development activities and/or receive referrals from your organization?

______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 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 is not a confidential document.

Signature:____ Date: ____________

Conflict of Interest Affidavit[23]

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 ___________________________________

receiving value for services rendered in connection with: ______________________________

____

a public project of Build East Baton Rouge, the East Baton Rouge Redevelopment Authority: that the agency has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which the agency received 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 regularly course of their duties for him./her; and that no part of the grant award 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 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

[23] Only required for all contracts above the Simplified Acquisition Threshold of $350,000

Addendum F: Change Order Justification Form

This standardized form is required for any contract modification involving changes to cost, time, or terms per the policies and procedures above. It must be completed jointly by the partner organization (developer, vendor, or subrecipient) and Build EBR. All change orders must be fully justified and approved in accordance with Build EBR's Procurement and Competitive Selection Policies and Procedures.

PART 1: PARTNER SUBMISSION

Organization Name: ____

Project Name: ____

Requested By (Name): ______________________________ Date: _______________________
Email: ____ Title: _______________________

Type of Change (check all that apply):

[ ] Cost Increase [ ] Cost Decrease [ ] Time Extension [ ] Early Close-Out [ ] Scope/Terms Change

Proposed New End Date (if applicable): _______________________

Total Requested Cost Change: $ _________________________

Detailed Description of the Requested Change:

____

____

____

Reason for Change:

____

____

____

Attach all relevant supporting documentation.

PART 2: Build EBR USE ONLY

Date Received: ___________________

Reviewed By (Name and Title): ____

Review Summary and Recommendation:

____

____

____

Compliance Check (check all that apply):

[ ] Budget Available [ ] Scope Consistent [ ] Legal Review Complete [ ] Funding Source Approved

Leadership Approval (if necessary)

Project Leadership Signature: ____

Name: ____ Date: ___________

Senior Leadership Signature: ____

Name: ____ Date: ___________

Approval (check one):

[ ] Approved as Submitted [ ] Approved with Modifications [ ] Denied

If modified or denied, state reason:

____

____

____

Authorized Signature: ___________________________ Date: ___________

Addendum G: Procurement Checklist and Guide (Optional)

Checklist for Federal and State Regulations[24] on Vendor Selection

	Procurement Type	Micro Procurement		Small Procurement		Large Procurement						Non-Competitive Procurement
						Invitation to Bid (ITB)			RFP/RFQ/RFEI/ etc.			
		Goods, Materials, Construction, Public Works	Prof. Services	Goods, Materials, Construction, Public Works	Prof. Services	Goods, Materials, Construction, Public Works		Professional Services	Goods, Materials, Construction, Public Works		Professional Services	All Categories
		$0 - $10K	$0 - $25K	$10K - $25K	$25K - $350K	$25K - $350K	$350K+	$350,000+	$25K - $350K	$350K+	$350,000+	Only if conditions are met**
1	**Independent Cost Estimate Pre-Bid**	Not Required		Not Required		Not Required	Required for Federally Funded Purchases	Required for Federally Funded Purchases	Not Required	Required for Federally Funded Purchases	Required for Federally Funded Purchases	Required for Federally Funded Purchases Over $350K
2	**Obtain Quotes/Bids/ Proposals**	Direct solicitation of at least ONE quote in writing or verbally		Direct solicitation of at least 3 to 5 quotes in writing		-Clear scope issued by Build EBR -Publicly advertised with reasonable time for bidders to respond -Min of 2 bids must be received - Construction bids over $50k must be submitted with a 5% bid bond		-Clear scope issued by Build EBR -Publicly advertised with reasonable time for bidders to respond -Min of 2 bids must be received	- Clear scope issued by Build EBR -Publicly advertised - Scored via a rubric and scoring committee -Min of 2 proposals must be received		- Clear scope issued by Build EBR -Publicly advertised - Scored via a rubric and scoring committee -Min of 2 proposals must be received	- Only one bidder -Profit and price is negotiated, subject to verification of cost reasonableness

[24] Terms of Use for this Table: This procurement chart details many of the Federal Government and State of Louisiana procurement regulations and ordinances. The chart also supports subrecipients and developers in understanding cross cutting regulations and how those may affect their procurement activities. However, this is provided to support and cannot supersede any federal, state, or local requirements nor does it remove the subrecipient or developers obligations to be familiar with those requirements.

<table>
<tr><td>3</td><td>Check the List of Parties Excluded from Federal Procurement</td><td>Required for Federally Funded Purchases (verify at sam.gov)</td><td colspan="2">Required for Federally Funded Purchases (verify at sam.gov)</td><td colspan="3">Required for Federally Funded Purchases (verify at sam.gov)</td><td colspan="3">Required for Federally Funded Purchases (verify at sam.gov)</td><td>Required for Federally Funded Purchases (verify at sam.gov)</td></tr>
<tr><td>4</td><td>Check for Operating Licenses</td><td>Sec of State (business/org) or Occupational License (Ind Person)</td><td colspan="2">Sec of State (business/org) or Occupational License (Ind Person)</td><td colspan="3">Sec of State (business/org) or Occupational License (Ind Person)</td><td colspan="3">Sec of State (business/org) or Occupational License (Ind Person)</td><td>Sec of State (business/org) or Occupational License (Ind Person)</td></tr>
<tr><td>5</td><td>Prove Cost Reasonableness</td><td>Acceptance of quote indicates cost is reasonable</td><td colspan="2">Acceptance of quote indicates cost is reasonable</td><td>Acceptance of quote indicates cost is reasonable</td><td colspan="2">Price Analysis, when comparable purchases are available to assess price against. If not, Cost Analysis must be used. ***</td><td>Acceptance of quote indicates cost is reasonable</td><td colspan="2">Price Analysis, when comparable purchases are available to assess price against. If not, Cost Analysis must be used. ***</td><td>See other columns</td></tr>
<tr><td>6</td><td>Risk Assessment</td><td>Not Required</td><td colspan="2">Not Required</td><td colspan="3">Not Required</td><td colspan="3">Not Required</td><td>Not Required</td></tr>
<tr><td>7</td><td>Insurance</td><td>COI Required</td><td colspan="2">COI Required</td><td colspan="3">COI Required</td><td colspan="3">COI Required</td><td>COI Required</td></tr>
<tr><td>8</td><td>Award Contract</td><td>Award to sole bidder</td><td>Award the Fixed Firm Price Contract to Lowest Responsive and Responsible Bidder</td><td>Award to “Best Value”</td><td colspan="3">Award the Fixed Firm Price Contract to Lowest Responsive and Responsible Bidder</td><td colspan="3">Awarded to "Best Value" based on stated goals of the RFQ</td><td>Awarded to a single source due to public emergency, exigent circumstances or with HUD approval</td></tr>
<tr><td>9</td><td>Bonding Requirements</td><td>N/A</td><td>-Construction Contract = performance bond for 100% of contract</td><td>N/A</td><td colspan="2">-Public Works = payment bond for 50% of contract value
-Construction Contract = performance bond for 100% of contract</td><td>N/A</td><td colspan="2">-Public Works = payment bond for 50% of contract value
-Construction Contract = performance bond for 100% of contract</td><td>N/A</td><td>See other columns</td></tr>
<tr><td>10</td><td>Type of Contracts</td><td>Options Include: Lump Sum, Unit Price, Costs Plus Fixed Fee, Time and Materials</td><td colspan="2">Options Include: Lump Sum, Unit Price, Costs Plus Fixed Fee, Time and Materials</td><td colspan="3">Firm fixed price (lump sum or unit price, as applicable)</td><td colspan="3">Options Include: Lump Sum, Unit Price, Costs Plus Fixed Fee, Time and Materials</td><td>Options Include: Lump Sum, Unit Price, Costs Plus Fixed Fee, Time and Materials</td></tr>
<tr><td>11</td><td>Approvals Required</td><td>Board of Directors or Designee</td><td colspan="2">Board of Directors or Designee</td><td>Board of Directors or Designee</td><td colspan="2">Board of Directors or Designee</td><td>Board of Directors or Designee</td><td>Board of Directors or Designee</td><td>Board of Directors or Designee</td><td>Board of Directors or Designee</td></tr>
</table>

Addendum H: Competitive Selection Checklist and Guide (Optional)

Checklist for Federal and State Regulations on Subrecipient or Developer Selection						
Awarding Type		**Request for Proposals, Qualifications, or Interest**		**Assessment of Current Subrecipients**	**Gap Funding on Partner Agencies' Competitively Selected Projects**	**Direct Solicitation of Qualified Organization(s)**
		Nonprofit or Public Agency	Nonprofit or For Profit	Nonprofit or Public Agency	Nonprofit or For Profit	Review of ecosystem indicates there are less than 3 qualified potential applicants
1	**Independent Cost Estimate Pre-Proposal**	Not Required		Not Required	Not Required	Not Required
2	**Obtain Proposals/ Applications**	- Clear scope developed by awarding agency -Publicly advertised - Scored via a rubric and scoring committee - Price is negotiated separately		Review past proposals alongside project performance for recommendation of an additional award (maximum of 3 times per project, per partner).	Request for gap funding is made to Build EBR along with documentation of gap funding needs	Proposal is submitted by solicitated applicant - Proposal should meet the requirements set out in the solicitation
3	**Check for Federal Debarment**	Required (verify at sam.gov)		Required (verify at sam.gov)	Required (verify at sam.gov)	Required (verify at sam.gov)
4	**Check for Operating Licenses**	Sec of State		Sec of State	Sec of State	Sec of State
5	**Prove Cost Reasonableness**	Scoring Rubric includes evaluation of cost reasonableness	Underwriting of project proforma	A new itemized budget is submitted and assessed for Cost Reasonableness by Build EBR	Underwriting of project proforma	Assessment of proposal cost reasonableness is conducted by Build EBR
6	**Risk Assessment**	Required		Required	Not Required	Required
7	**Insurance**	COI Required		COI Required	COI Required	COI Required
8	**Award Contract**	Award based on Scoring Committee recommendation		Award contract based on Build EBR Recommendation	Award contract based on Build EBR Recommendation	Award contract based on Build EBR Recommendation
9	**Bonding Requirements**	N/A (may apply to their vendors)		N/A (may apply to their vendors)	N/A (may apply to their vendors)	N/A (may apply to their vendors)
10	**Type of Contracts**	Reimbursement (Not to Exceed)		Reimbursement (Not to Exceed)	Reimbursement (Not to Exceed)	Reimbursement (Not to Exceed)

11	**Approvals Required**	Board of Directors or Designee (currently CEO)	Board of Directors or Designee (currently CEO)	Board of Directors or Designee (currently CEO)	Board of Directors or Designee (currently CEO)