REQUEST FOR PROPOSAL

CONSULTING FIRM FOR CITY-PARISH BENEFITS



Solicitation No: 2024-03-4610

CONSULTING FIRM FOR CITY-PARISH BENEFITS

Proposal Opening Date: July 18, 2024 Proposal Opening Time: 2:00 pm CST

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

June, 2024

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	
	1.1.1 Purpose	
1.2	Definitions	
1.3	Schedule of Events	
1.4	Proposal Submittal	
1.5	Proposal Response Format	
	1.5.1 Number of Response Copies	12
	1.5.2 Legibility/Clarity	
1.6	Confidential Information, Trade Secrets, Proprietary Information	12
1.7	Proposal Clarifications Prior to Submittal	13
	1.7.1 Pre-proposal Conference NOT REQUIRED FOR THIS RFP	13
	1.7.2 Proposer Inquiry Period	13
1.8	Errors and Omissions in Proposal	
1.9	Proposal Guarantee	
1.10	Performance Bond	
1.11	Changes, Addenda, Withdrawals	
1.12	Withdrawal of Proposal	
1.13	Material in the RFP	
1.14	Waiver of Administrative Informalities	
1.15	Proposal Rejection	
1.16	Ownership of Proposal	
1.17	Cost of Offer Preparation	
1.18	Non-negotiable Contract Terms	
1.19	Taxes	
1.20	Proposal Validity	
1.21	Prime Contractor Responsibilities	
	1.21.1 Corporation Requirements	
1.22	Use of Subcontractors	
1.23	Written or Oral Discussions/Presentations	
1.24	Acceptance of Proposal Content	
1.25	Evaluation and Selection	
1.26	Contract Negotiations	17
1.27	Contract Award and Execution	
1.28	Notice of Intent to Award	
1.29	Debriefings	
1.30	Insurance Requirements	
1.31	Subcontractor Insurance	
1.32	Indemnification.	
1.33	Fidelity Bond Reauirements	

PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.34	Payment for Services	
1.35	Termination	
	1.35.1 Termination of this Agreement for Cause	19
	1.35.2 Termination of this Agreement for Convenience	19
	1.35.3 Termination for Lack of Appropriated Funds	
1.36	Assignment	19
1.37	No Guarantee of Quantities	
1.38	Audit of Records	19
1.39	Civil Rights Compliance	
1.40	Record Retention	
1.41	Record Ownership	20
1.42	Content of Contract/Order of Precedence	20
1.43	Contract Changes	
1.44	Substitution of Personnel	
1.45	Governing Law	
1.46	Claims or Controversies	
1.47	Proposer's Certification of OMB A-133 Compliance	
PAR'	T II. SCOPE OF WORK/SERVICES	
2.1	Scope of Work/Services	
2.2	Period of Agreement	22
2.3	Price Schedule	22
2.4	Minimum Qualifications	22
2.5	Location	22
2.6	Proposal Elements	
	2.6.1 Financial	23
	2.6.2 Technical	23
PAR'	T III. EVALUATION	
2 1	English of the Cuit and	2.2
3.1	Evaluation Criteria	23
	3.1.2 Technical Proposal (Value of 80 Points)	
PAR'	T IV. PERFORMANCE STANDARDS	
IAK	TV. TERT ORWANCE STANDARDS	
4.1	Performance Requirements	25
4.2	Performance Measurement/Evaluation	
	· , · · · · · · · · · · · · · · · · · · ·	
PAR'	T V. FEDERAL CLAUSES	
5.1	Civil Rights	26
5.2	Anti-Kickback Clause	26
5.3	Clean Air Act	
5.4	Energy Policy and Conservation Act	26
5.5	Clean Water Act	
5.6	Anti-Lobbying and Debarment Act	

ATTACHMENT A. SCOPE OF SERVICES

ATTACHMENT B. PROPOSAL FORM

ATTACHMENT C. PRICING SCHEDULE

ATTACHMENT D. INSURANCE REQUIREMENTS

ATTACHMENT E. SAMPLE CONTRACT

ATTACHMENT F. CITY-PARISH BENEFITS

REQUEST FOR PROPOSAL

CONSULTING FIRM FOR CITY-PARISH BENEFITS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge, Parish of East Baton Rouge (City-Parish) provides health insurance to over 6000 employees and retirees. The current health insurance provider for City-Parish is Blue Cross & Blue Shield of Louisiana (BCBSLA) under a self-funded program, which also includes pharmacy benefits with a renewal starting on January 1, 2028. The Health Insurance options for the employees and retirees include BCBSLA HMO, POS, HDHP, Medicare Advantage, FSA, HSA, and EAP. Other insurance options include dental, vision, optional life, cancer, accident, short-term disability, and critical illness. See Attachment F for details on each plan.

This contract is anticipated to be awarded September of 2024. All employee health benefits have a renewal date of January 1 of each year. Renewals for January 1, 2025 will be the responsibility of the new consultant selected under this RFP. The process for the next renewal starts as early as March 2025.

1.1.1 Purpose

City-Parish seeks to identify and retain a Consulting firm to assist in the solicitation, selection, implementation and oversight of the City's group benefits program, including medical, dental, vision, basic and voluntary life/AD&D, flexible spending account (FSA), health savings account (HSA), and short term disability for employees and dependents. The Plan Year begins January 1.

City-Parish desires a consultant that shall be an independent entity and not an insurance agent, broker, company or organization whose business is to sell any financial or insurance products or services. Additionally, the Consultant shall not have any contractual relations; receive bonuses, over-rides or commissions from insurance companies or third party administrators.

The Consultant shall provide ongoing plan monitoring, and provide advice for the City's benefit programs.

1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. <u>Must- The terms "must" denotes mandatory requirements.</u>
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denote desirable.

- E. Contractor- Any person having a contract with a governmental body.
- F. <u>Agency</u>- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Department- Department for whom the solicitation is issued.
- I. Director- Director of Purchasing
- J. City-Parish- City of Baton Rouge-Parish of East Baton Rouge.
- K. <u>Discussions</u>- For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- L. <u>HMO</u> Health Maintenance Organization is a medical insurance group that provides health services for a fixed annual fee.
- M. <u>POS</u> point of service is a type of plan in which you play less if you use doctors, hospitals, and other health care providers that belong to the plan's network.
- N. <u>HDHP</u> a high deductible health plan is a health insurance plan with lower premiums and higher deductibles than a traditional health plan.
- O. <u>FSA</u> a flexible spending account, is one of a number of tax advantaged financial accounts, that result in payroll savings.
- P. <u>HSA</u> health savings account is a tax advantaged medical savings account available to those who enroll in a high deductible health plan.
- Q. <u>EAP</u> employee assistance program is an employee benefit program that assists employees with personal problems and/or work related problems that may impact their job performance, health, mental and emotional well-being.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP emailed to prospective proposers	June 12, 2024
Deadline to receive written inquiries	July 1, 2024 @ 5:00 PM CST
Deadline to answer written inquiries	July 10, 2024 @ 5:00 PM CST
Proposal Opening Date (deadline for submitting proposals)	July 18, 2024 @ 2:00 PM CST
Oral discussions with proposers	TBD
Notice of Intent to Award to be mailed	TBD
Contract Initiation	August/September, 2024

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

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

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

<u>Important</u> - - <u>Clearly mark outside of envelope, box or package with the following information and format:</u>

- X Proposal Name: <u>CONSULTING FIRM FOR CITY-PARISH BENEFITS</u>
- X Solicitation No: 2024-03-4610 CONSULTING FIRM FOR CITY-PARISH BENEFITS
- X Proposal Opening Date & Time: July 18, 2024 @ 2:00 PM CST

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge Purchasing Division 222 St. Louis Street, Rm. 826 Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

- A. <u>Cover Letter</u>: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
 - 1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 - 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 - 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element

will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. <u>Table of Contents</u>: Organized in the order cited in the format contained herein.

RFP Questions

Health and Welfare Benefit Consulting Expertise & Actuarial Services

(all responses must be answered, numbered and labeled as identified below)

General Information

- 1. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees, and the designated servicing office for City-Parish.
- 2. How long has your firm provided employee benefit consulting services?
- 3. How many of your clients do you currently work with on a **broker** basis? How many of your clients do you currently work with on a **consultant** basis?
- 4. Describe the form of professional liability or errors and omissions insurance carried by your firm and the amount of coverage? Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.
- 5. If your firm has multiple offices, please identify the primary and secondary offices from which City-Parish would be serviced. Describe all relevant services and resources provided by this office.
- 6. Describe the team of individuals who would be assigned to City-Parish. Indicate the role that each team member would play. Include specific client team members and other potential ad hoc team members (actuarial, stop-loss, wellness, clinical, Rx, etc.). For the lead consultant(s) on our account, how many clients do they manage? Provide biographical information on each team member. Also, include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium, or small (less than 100) groups. Explain your commitment to maintain the team for the period of the contract and the circumstances that would prompt a change in personnel.
- 7. Discuss the ability of the firm to provide local service to City-Parish.
- 8. What is your process for ensuring customer satisfaction?

Core Benefit Consulting Expertise

- 1. How would our teams work together to ensure a comprehensive approach to our benefits needs?
- 2. What is your firm's experience with providing health, dental, life, vision and other ancillary benefits to public entities? List the number of employees for each entity. Discuss the firm's resources and activities as they relate to knowledge and understanding of the public sector industry.
- 3. Describe two situations where your firm has demonstrated leading edge or innovative solutions for an organization of a similar size and industry. Please include results where applicable.

- 4. How do you provide your clients with advice around best practices in cost management? What tools and/or resources do you utilize?
- 5. How do you provide your clients with advice around industry best practices in health improvement and wellness programs? What tools and/or resources do you utilize?
- 6. Please outline what resources you have available to assist City-Parish in benchmarking its benefit programs with our competitors and comparative public entities.
- 7. What resources do you use to analyze medical and pharmacy claims?
- 8. Describe your firm's underwriting resources, procedures, and staff. How will you help us with underwriting analysis for annual renewals; annual financial projects for budgeting purposes; and alternative funding analysis?

Vendor Management

- 1. Please specifically outline your firm's process (subjective and/or objective) that you would utilize to facilitate City-Parish's ultimate selection of vendors/carriers. How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?
- 2. Please describe how you evaluate the differences in discount levels that exist between carriers, networks or providers. Please describe in detail what types of provider reimbursement methods affect aggregate and specific reinsurance claims cost. Please give a specific example of a project that you have conducted in this type of provider, network or carrier reimbursement comparison and the resulting analysis.
- 3. Please provide a proposed annual calendar for the services you are proposing to deliver to City-Parish, showing both interaction with City-Parish and the vendors/carriers of the Plans.
- 4. Please describe your firm's ability and experience to evaluate the effectiveness of health improvement and utilization management programs offered by vendors/carriers. Does your firm provide non-TPA or carrier wellness or utilization programs? Describe your firm's ability to provide clinical reporting or predictive clinical modeling reports, outside the TPA or carrier. Provide examples.
- 5. Please outline your capabilities relative to the evaluation and negotiation of prescription drug benefit administrative services.
- 6. Describe your firm's marketplace leverage and experience in negotiating with carriers in regard to rates, contract/policy terms, and plan design.
- 7. Describe the tools/technology that you will use to provide ongoing plan management services and to monitor quality assurance and the effectiveness of the delivery of the benefits under the Plans.
- 8. How do you evaluate the performance guarantees offered by vendors/carriers?
- 9. How do you model the financial impact of various plan design changes?
- 10. Please describe the project management process that would be utilized by your team during the bid process.

Strategic Planning

1. Describe your approach to setting short and long term strategies for City-Parish. How would you assist us in the preparation of a 1-3 year and 3-5 year strategy for providing health and welfare benefits to employees and retirees?

- 2. How can you help us develop cost projections tied to our fiscal goals?
- 3. Describe your firm's view of the role wellness programs have on controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives? What major wellness initiatives have you presented to clients and what were the results.
- 4. What is your process and criteria for measuring the success or failure of a wellness program?
- 5. Describe your ability to provide information around marketplace best practices for employers.
- 6. Please describe how you will assist the City-Parish Plan Administrators/Staff to present recommendations to the Metropolitan Council.
- 7. How can you assist us with understanding the financial ramifications of Health Care Reform?
- 8. Describe what your firm believes are the most compelling current issues in the employee benefits industry and how is your firm uniquely poised to help us address them. Include examples of your firm's leadership and innovation in employee benefits.

Financial Management

- 1. How will your firm assist City-Parish to monitor the financial performance of our benefit plans, particularly self-funded health care plans?
- 2. Describe your approach to providing reliable accrual rates, reserve calculations and budgets.
- 3. Describe your firm's capabilities to model and project the cost impact of plan design changes. What tools have you developed or purchased to assist your client's benchmark alternative strategies?
- 4. Describe your experience in monitoring financial reports provided by vendors, including your approach to evaluating cost trends, utilization, and network performance. Provide a sample report.
- 5. How will your firm assist City-Parish to develop a long-term employee contribution plan and include annual strategies?
- 6. Please describe your experience with developing premium rates and contributions.
- 7. Please describe the actuarial resources you will use to calculate premium rates and reserves.

Legal Compliance

- 1. Explain what steps you have taken to become HIPAA Compliant. What security processes and technology do you have in place?
- 2. Do you have an in-house benefits attorney? If yes, please provide his/her credentials and the number of years he/she has provided counsel on benefits issues. If you do not have an in-house benefits attorney, do you use an external benefits attorney? Which firm do you use? How long have they provided counsel on benefits issues to you and your clients?
- 3. Please describe how your firm stays current with state and federal laws that would affect us and how your firm supports its clients relative to updates regarding Health Care Reform.
- 4. Provide a description of the method your organization uses to track research and communicate pending and new Federal and State legislation and regulation. Provide name(s), qualifications, experience and location of assigned staff.

Subject Matter Expertise

1. Does your firm have specialized consultants/services in the following areas, if so, please describe capabilities and
services:
□ Clinical
☐ Pharmacy Benefit Management
☐ Medical Appeals Review
□ Wellness Initiatives
☐ Legal and Compliance
☐ Provider Contracting and Network Development

2. For the services explained are they provided by your firm, or do you work with an external vendor? If it is not a service of your firm, please provide a list of individuals or companies that would be providing those services. Include their credentials.

B. Day-to-Day Customer Service

Communication

- 1. Describe the communications services you propose to provide for us.
- 2. Describe your communications experience when implementing or changing benefits programs.
- 3. What consulting services and/or technical support does your firm have available to the City-Parish to facilitate the implementation of an employee benefits web portal?

C. Fees

- 1. We're looking for a consulting arrangement based on a flat, fixed fee. Describe the firm's method of compensation for your services. Does the firm accept any commissions or carrier "overrides?"
- 2. Does your firm have any arrangements with vendors that produce revenue and are those revenues used to offset your fees?
- 3. Please provide your proposed fee related to the proposed scope of services for year 1. Please state any relevant assumptions. Please make certain to identify any services mentioned in your response that are not included in your proposed fee (services that would be an additional expense). See Attachment C.

D. References/Others

- 1. List the public entities the firm has provided similar services for within the past three (3) years. List the number of employees for each entity. Indicate whether your firm's role was as a **broker**, **agent**, **consultant**, or **both**.
- 2. Identify all lost or terminated accounts within the past three (3) years. For each account, identify the account's line of business, describe the services your firm provided, and state the reasons for the end of your working relationship.
- 3. Please provide three references (include names, titles, companies, and telephone numbers) of similar clients who engaged your firm as a consultant for health and welfare benefits consulting services similar to those which we have requested. Indicate whether your firm's role was as a **broker**, **agent**, **consultant**, or **both**. We prefer references for the individuals who would be assigned to service City-Parish.
- 4. Does your firm offer service level guarantees? Please describe the service levels you offer related to performance and customer satisfaction.
- 5. What is distinctive about your firm and services that are offered?

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response marked **original** and one complete electronic copy on a flash drive. Six additional copies of the proposal should be provided marked **copy**, as well as one (1) redacted copy marked **redacted**, if applicable (See Section 1.6.)

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference – NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at https://www.cprd.doa.louisiana.gov/osp/lapac/pubmain.cfm and is available for vendor self-enrollment. Central Bidding site: http://www.centralauctionhouse.com NOTE: This RFP is not available to submit proposals or inquiries online via LaPAC or Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the bid.

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

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

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

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, to: City

of Baton Rouge/Parish of East Baton Rouge

Attention: Lori Foreman,
Purchasing Division
222 Saint Louis St., 8th Floor, Room 826

Baton Rouge, LA 70802

E-Mail: consultfirmcpbenefits@brla.gov Phone: (225) 389-3259

1.8 Errors and Omissions in Proposal

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

1.9 Proposal Guarantee (Not required)

1.10 Performance Bond (Not required)

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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

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

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

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

1.21.1 Corporation Requirements

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

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

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

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

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

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

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

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

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

1.27 Contract Award and Execution

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

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

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

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

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

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

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. Seq. must be submitted.

1.30 Insurance Requirements

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

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification

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

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

1.33 Fidelity Bond Requirements – Not Required

1.34 Payment for Services

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

1.35 Termination

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

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

1.35.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

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

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

1.36 Assignment

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

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal. Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

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

1.39 Civil Rights Compliance

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

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

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

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

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

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

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

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

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is as outlined in Attachment A.

2.2 Period of Agreement

The initial term of the contract shall be for five (5) years beginning approximately September of 2024. The City-Parish shall have the option to renew the contract for two (2) successive one-year periods under the same terms and conditions subject to appropriation of funds.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment C. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services.

2.4 Minimum Qualifications

PROPOSER'S MINIMUM QUALIFICATIONS

A. Qualifications of the Firm

- 1. The proposer shall have at least ten (10) consecutive years of experience in benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City-Parish.
- 2. The proposer must be legally authorized to do business in the State of Louisiana and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- 3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- 4. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Louisiana.
- 5. The proposers' office must provide assurance of reasonable staffing continuity over the contract period, preferably based in the Louisiana area.

B. Qualifications of the Staff

1. The staff member assigned to the City-Parish's account shall have: Ten (10) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education.

2.5 Location

The location of the work/delivery/service is to be performed, completed, and managed at The Department of Human Resources.

2.6 Proposal Elements

2.6.1 Financial

Refer to Section 3.1.1 of the RFP

2.6.2 Technical

Refer to Section 3.1.2 of the RFP.

PART III EVALUATION

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

Evaluation of proposals will be by a committee formed by the City-Parish. This committee will be composed of various members of City-Parish departments.

Vendor contact with committee members is not allowed during the evaluation period; any contact will result in disqualification.

3.1 Evaluation Criteria

An award will be made to the Proposer whose proposal is most responsive to the needs of the City-Parish as determined solely by the City-Parish. The evaluation factors reflect the totality of considerations represented in the requested proposal response. While cost is important, other factors are also significant and the City-Parish may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project goals and objectives for a fair and reasonable cost.

The City-Parish intends to follow a three (3) phased evaluation plan as described in the following paragraphs. Please note, however, that the City-Parish receives the right to bypass any phases or portions thereof if it is deemed to be in the best interests of the City-Parish.

Phase 1: Initial Review of Proposals

Upon receipt, the City-Parish will perform an initial review to determine which proposals merit further consideration based on the completeness and professionalism of the proposal, Proposer background and experience, relative functionality provided by the proposed system, and cost.

Phase 2: Proposals Considered for Further Evaluation

Proposals that merit further consideration will be evaluated based on the criteria listed below, which correspond to information requested in various sections of the proposal:

Phase 3: Presentations, Interviews, and/or Additional Information Review

The Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee. The City-Parish may also:

- o Contact officials from other jurisdictions regarding the proposing party, its prior work experience and its ability to successfully complete the scope of services.
- Request clarification or additional information from Proposers in order to assist in the evaluation process.
- o Require changes in the scope of services and/or best and final offers (BAFO) as deemed necessary by the City-Parish, before Contract execution.

After demonstrations, the evaluation team will review the initial scoring and make adjustments based on the information obtained in the oral demonstration and reference checks to determine final scoring. The City-Parish will select the highest scoring proposal(s) based on established criteria.

3.1.1 Financial Proposal (Value of 20 Points) The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment C. Prices proposed shall be firm.

<u>Note</u>: The Proposer must include an itemized listing of all expenses or fees that are expected to be paid by the Department.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following CC = (LPC/PC divided by MAP). CC = computed cost, LPC = lowest proposed cost, PC = proposer's cost and MAP = maximum allocated points

3.1.2 Technical Proposal (Value of 80 Points)

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

- Percentage of Disadvantage Business participation.
- Plans and/or schedule for meeting City-parish service requirements of this RFP.
- Plans for communication/education to City-Parish Employee Benefits Committee related to the benefit programs.

- Provision for customer service, including personnel assigned, toll-free number, and other contact information. (Webpage emails, etc.) The City-Parish requires the ability to regularly consult by phone, email or other electronic media with assigned representatives.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar
 or larger scope services are currently being provided. Include a contact person and telephone number for
 each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Financial (20 Points)	
Financial (including prices and fees)	
Technical (80 Points)	
Percentage of Disadvantage Business Participation (DBE)	
Meeting Services Requirement	
Communication and Education	
Customer Service (including toll free numbers, e-mail, and consultant by phone).	
Resumes for Account Manager	
References	
Financial Stability (3 year reports)	
Information Demonstration (nature and scope)	
Total	100 Points

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

At a minimum, proposers are required to provide weekly progress reports and are to prepare an Executive Summary upon completion of project. Additional performance requirements are subject to negotiation with the successful proposer.

4.2 Performance Measurement/Evaluation

At a minimum successful completion of the scope of services in this RFP sufficient to satisfy the City-Parish expectations. Additional performance measurements are subject to negotiation with the successful proposer.

Part V. FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

5.1 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.3 CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.4 ENERGY POLICY AND CONSERVATION ACT

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

5.5 CLEAN WATER ACT

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

5.6 ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.



Attachment A Scope of Services

Health and Welfare Benefit Consulting Services:

This section provides details regarding the core services that will be expected and provided on an annual cycle from the Consulting firm pertaining to health and welfare benefits (benefits).

1. Strategic Planning

Analyzing claims history and insurance utilization at least quarterly including recommendations for cost management opportunities; Work with and help educate City-Parish staff on current health insurance issues and trends.

Assist City-Parish in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.

Meeting with the City administrative staff and respond to ad hoc questions as needed.

Present and/or respond to alternative plan considerations and associated costs based on identified objectives or as the City-Parish's needs change. Evaluate plan design and advise as to cost savings strategies and plan improvements. Balance employer and employee needs around choice, plan design and cost.

Perform other related consultation services as needed or requested.

2. Underwriting/Actuarial Services

Provide actuary services including Retiree Drug Subsidy (RDS) as needed.

Calculate and recommend appropriate premium rates, administrative fees, and self-funded plan liabilities to maintain the viability of the plans, insuring quality and cost-effective benefits are provided by the plans.

Provide actuarial costing of legislative proposals for mandated benefit programs.

Analyze large claims.

Validate rates needed to cover insured plan liabilities.

Maintain full and accurate records with respect to all matters and services provided on behalf of the City-Parish's benefits plans and programs. Provide City-Parish staff all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of City-Parish's benefit plans and programs.

Assist City-Parish by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.

Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high cost procedures and in-patient data.

Calculate self-funded plan reserve liabilities.

Project effect of employee contribution changes on participation and renewal costs.

Prepare rate tiers for funding and contributions.

Prepare fees/rate tiers for premiums.

Conduct migration and/or selection analysis based upon plan design and employer contributions.

3. Utilization Reporting:

Provide detailed quarterly reporting and analysis; Collect claims experience and participation data from vendors and City-Parish, to include the following data:

- a) Premium or fixed costs, paid claims, and loss ratio for each line of coverage or subgroup level.
- b) Experience categorized by type of participant, such as active employees, retirees, spouse and child(ren);
- c) Experience categorized by the type of service provided.

Medical reports, to include number of claims processed, number of eligible employees covered, cost per claim processed.

Prepare financial exhibits that provide City-Parish with the information needed to make informed decisions regarding City-Parish's benefits plan designs and funding levels.

4. Vendor Management:

Conduct, review, and summarize on the City-Parish's behalf, an RFP to identify a third party administrator for the City-Parish's various insurance products, including enrollment, claims handling, payment, billing and COBRA administration of active employees and retirees.

As directed, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.

Analyze insurance proposal criteria, review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements, and manage carrier/vendor relationships.

Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.

Evaluate provider networks.

Resolve problems regarding vendors' services and performance.

5. Administration/Communications Support

Provide consultation on plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the City-Parish's health and welfare plans and programs.

Provide assistance in the open enrollment period to include enrollment campaign(s), which may include meetings to explain the plans/benefits, if requested.

6. Compliance:

Monitor ongoing contracts, including third part administrators, to insure contract compliance.

Additional Services

Additional services may be desired from time to time for special projects. These additional services will be performed at the request of City-Parish and may involve other consulting services that are not listed under Health and Welfare Benefit Consulting Services.

These services will be billed at the hourly rate of the consultants assigned to the project. The Consulting firm must produce detailed bills that substantiate these fees. All projects must have a scope of services and estimated budget submitted to City-Parish for approval of fees before any work will be done. It is up to the Consulting firm to advise City-Parish if the scope of services changes during the project and additional time/fees are required to complete the project. Otherwise, no further payment beyond the original scope of services will be paid.



ATTACHMENT B PROPOSAL FORM

Sealed proposals will be received until 2:00 PM, Local Time May 8, 2019 by the Purchasing Division, Room 826, 222 Saint Louis Street, Baton Rouge, Louisiana. Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of the City Hall Building

PROPOSAL OF		
ADDRESS		
DATE		
The Purchasing Director		
City of Baton Rouge		
Parish of East Baton Rouge		
Baton Rouge, Louisiana		

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project, as set forth in the following Contract Documents:

CONSULTING FIRM FOR CITY-PARISH BENEFITS

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

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

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.			
The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.			
(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.			
The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.			
NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.			
All supplemental information requested is enclosed or presented in a separate sealed box or envelope.			
(SIGNATURE)			
(Typed Name and Title)			

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

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

AFFIDAVIT

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared who, being duly sworn did depose and say: That he is a duly authorized representative of _____ receiving value for services rendered in connection with: **CONSULTING FIRM FOR CITY-PARISH BENEFITS** a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him. This affidavit is executed in compliance with the provisions of LA R.S. 38:2224. Affiant's Signature **SWORN TO AND SUBSCRIBED** before me, on this day of . 20 . Baton Rouge, Louisiana.

NOTARY PUBLIC



ATTACHMENT C PRICING SCEDULE

1. Annual Preparation of Authority's Plan Rates and Reports

commissions)			
\$			
Flat Fee (each optional one year renewal)			
\$			
Additional Services			
Additional services may be desired from time to time for special projects. These additional services will be performed at the request of City-Parish and may involve other consulting services.			
These services will be billed at the hourly rate of the consultants assigned to the project. The Consulting firm must produce detailed bills that substantiate these fees. All projects must have a scope of services and estimated budget submitted to City-Parish for approval of fees before any work will be done.			
Hourly Fee (for each category, as described)			
\$(per hour) (Principal of Firm or Partner)			
\$(per hour) (Actuary) (Estimate*: 20 Hours)			
\$(per hour) (Consultant) (Estimate*: 90 Hours)			

*Hourly rate proposals will be multiplied by the estimated number of hours in each category, then added together to comprise the Hourly Fee portion of each Proposal. **Estimated hours are estimates and NOT guaranteed.** In addition, all fees (flat fees and hourly fees) shall include all professional, administrative and clerical services and all out-or-pocket expenses incurred in connection with the completion of the Services.

Travel time or costs are not reimbursable.

2.

PROPOSER'S ORGANIZATION

PROPOSER IS:			
AN INDIVIDUAL			
Individual's Name:			
Doing business as:			
Address:			
Telephone No.:	Fax No.:		
<u>A PARTNERSHIP</u>			
Firm Name:			
Address:			
Name of person authorized to sign:			
Title:			
Telephone No.:	Fax No.:	Email:	
A LIMITED LIABILITY COMPANY			
Company Name:			
Address:			
Name of person authorized to sign:			
Title:			
Telephone No.:	Fax No.:	Email:	
A CORPORATION			
IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.			
Corporation Name:			
Address:			
State of Incorporation:			
Name of person authorized to sign:			
Title:			
Telephone No.:	Fax No.:	Email:	

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

CORPORATE RESOLUTION

A meeting of the Board of Directors of			
a corporation organized under the laws of the Sta	te of		
A meeting of the Board of Directors of a corporation organized under the laws of the Sta and domiciled in	was held this	day	,20_ and
was attended by a quorum of the members of the	Board of Directors.		
The following resolution was offered, duly secon	nded and after discu	ssion was una	animously adopted by said
quorum:			
BE IT RESOLVED, that			
is hereby authorized to submit proposals and exe Baton Rouge, and Parish of East Baton Rouge.	ecute agreements or	n behalf of th	is corporation with the City of
BE IT FURTHER RESOLVED, that said auth unless revoked by resolution of this Board of I Purchasing Director of the Parish of East Baton I certified.	Directors and that sa	aid revocatio	n will not take effect until the
I,, hereby certify that I am that a corporation created under the laws of the State	e Secretary of		
a corporation created under the laws of the State	ofd	omiciled in	;
that the foregoing is a true and exact copy of a re		-	
corporation at a meeting legally called and held of			_, as said resolution appears of
record in the Official Minutes of the Board of Di	rectors in my posses	ssion.	
Thisday of, 20			

SECRETARY



Attachment D Insurance Requirements

NOTE to department: These limits and requirements may change dependent on solicitation requirements. Risk Management should be contacted to help determine requirements.

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

A. Commercial General Liability on an occurrence basis: General Aggregate \$2,000,000 Each Occurrence \$1,000,000

B. Business Auto Policy

Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000

- C. Standard Workers Compensation Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- **D.** The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
- E Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
 - Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
 - The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

NOTE TO PROPOSERS:

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



Attachment E Sample Contract

This Contract, made and entered into at Baton Rouge, Louisiana, effective thisday of, 20 by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and herein referred to as "Consultant (Service
Provider/Contractor, whichever is applicable, may be substituted)".
Consultant shall provide consulting services as described herein for
Consultant agrees to proceed, upon written notice of the Director of
SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (generally a brief scope could be written here or reference to an attachment with greater detail would be given.) Refer to Scope of Services in Attachment A
CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.
GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.
SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide (define City-Parish responsibilities here) when/where necessary, to perform the work.

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

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

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

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

The City-Parish may terminate this Agreement at any time by giving ____days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

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

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

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

the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

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

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

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

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

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

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

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

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

COMPLETE CONTRACT

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

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

WITNESSES:	CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE Parish
	By:
	Title:
	CONSULTANT By:
	Title:
	Typed Name and Title

ATTACHMENT F

City - Parish Benefits

Medical, Dental, Vision, Optional Life Benefits, and Ancillary Benefits

Year	Total Enrollment	Retirees & Surviving Dependents	% Retired & Surviving Dependents
2013	6,056	2,539	42%
2014	6,142	2,583	42%
2015	6,135	2,680	44%
2016	6,186	2,726	44%
2017	6,120	2,745	45%
2018	6,055	2,789	46%
2019	6,541	2,976	45%
2020	5,950	2,758	46%
2021	6,476	3,081	48%
2022	6,422	3,117	49%
2023	6,276	3,114	50%

- Total Number of Retirees as of May 2024 is 3,247 and 2,828 are eligible to enroll in the medical plan.
- Of 1,874 retirees, age 65 or older, 67% or 1,254 are enrolled in Medicare Part B, 27% or 505 are enrolled in Medicare Advantage, 2% or 38 are enrolled in the split plan
- Many have only worked in the Municipal Retirement System exempt from Social Security. Medicare became a separate payroll tax for new employees in 1986 so the ineligibility problem will solve itself in approximately 2032. This would be about the time that employee paying the Medicare since they did not pay the Medicare tax.
- Currently, 78 retirees are not eligible for Medicare because they did not pay the Medicare tax
- 954 or 29% of total retirees are under the age of 65
- The City-Parish is self-insured; Blue Cross Blue Shield of Louisiana is the administrator of the program at a cost of \$38.00 per member per month

Blue Cross Blue Shield of Louisiana Four Plan Option

HMO Plan Design	POS Plan Design	HDHP Plan Design	Medicare Advantage
Wide Blue Cross Blue Shield Provider Network	Wide Blue Cross Blue Shield Provider Network	Wide Blue Cross Blue Shield Provider Network	Blue Cross Blue Shield Medicare Advantage Network
Deductible (Single/Family): Network - \$500/\$1,500 Dependent Out of Area - \$750	Deductible (Single/Family): Network - \$500/\$1,500 Non-Network - \$1,000/\$3,000	<u>Deductible</u> (Single/Family): Network - \$2,500/\$5,000 Non-Network - \$5,000/\$10,000	
Out of Pocket Maximum (Single/Family): Network - \$2,500/\$5,000 Dependent Out of Area - \$3,000/\$6,000	Out of Pocket Maximum (Single/Family): Network - \$2,500/\$5,000 Non-Network - \$6,000/\$12,000	Out of Pocket Maximum (Single/Family): Network - \$2,500/\$5,000 Non-Network - \$9,000/\$18,000	Out of Pocket Maximum Network \$1,000 Non-Network \$1,000
Office Visits: Network – \$25/\$35 after deductible Dependent Out of Area 80%/20%	Office Visits: Network - \$25/\$35 after deductible Non- Network – 70%/30%	Office Visits: Network - 100% after deductible Non- Network - 70% after deductible	Office Visits: Network - \$0 copay

HMO Plan Design	POS Plan Design	HDHP Plan Design	Medicare Advantage
Prescription Drug	Prescription Drug	Prescription Drug	Medicare Advantage
<u>Coverage</u> :	<u>Coverage</u> : Deductible	<u>Coverage</u> :	Part D Drug
Deductible \$0	\$0 Generic; \$250 per	100% after deductible	Coverage (5-tier
Generic; \$250 per member for Brand	member for Brand Name		Formulary)
Name	Name		Rx Deductible
	4 Tier RX Structure		\$0
4 Tier RX Structure	\$4/\$30/\$50/\$65		Preferred Retail and
\$4/\$30/\$50/\$65	Copay (30-day		Mail Order Cost Sharing Copay
Copay (30-day supply)	supply)		30 days: \$0 / \$12 / \$45
σαρριγ)			/\$100/\$100
Mail order	Mail order		60 days: \$0 / \$24 / \$90
\$8/\$90/\$150/\$1	\$8/\$90/\$150/\$19		/ \$200 / NA
95 (up to 90-day supply)	5 (up to 90-day		90 days: \$0 / \$0 / \$135 / \$300 / NA
supply)	supply)		Specialty drugs limited
			to 30 day supply
			Non-Preferred Retail
			and Mail Order Cost
			Sharing Copay 30 days: \$10 / \$18 / \$47
			/\$100/\$100
			60 days: \$20 / \$36 / \$94
			/ \$200 / NA
			90 days: \$30 / \$54 / \$141 / \$300 / NA
			Specialty drugs limited
			to 30 day supply
			Gap Coverage
			Full Gap Coverage for all
Flexible Spending	Flexible Spending	Health Savings Account	
Account (FSA)	Account (FSA)	(HSA) or Flexible	
		Spending Account (FSA)	

Blue Cross Blue Shield of Louisiana Medical Claims Expense

January – December 2023 Medical and Drug Claim Expense		
Total Contributions	\$71,765,236.87	
Medical Claims	\$55,570,765.37	
Drug Claims	\$17,193,243.47	
Administrative Charges (including drug subsidy)	\$2,421,185.99	
Medicare Advantage	\$2,840,152.50	
Contributions Balance	(\$6,533,432.37)	

Blue Cross Blue Shield of Louisiana Medical Monthly Rates

Coverage	НМО	POS	HDHP
Employee Only:			
Employee Pays	\$161.96	\$206.30	\$71.26
City-Parish Pays	\$636.40	\$636.40	\$636.40
Monthly Rate	\$798.36	\$842.70	\$707.66
Employee + Spouse:		•	
Employee Pays	\$482.60	\$614.28	\$292.12
City-Parish Pays	\$1,149.62	\$1,149.62	\$1,149.62
Monthly Rate	\$1,632.20	\$1,763.89	\$1,441.72
Employee + Child(ren):		•	
Employee Pays	\$424.36	\$540.22	\$252.04
City-Parish Pays	\$1,056.44	\$1,056.44	\$1,056.44
Monthly Rate	\$1,480.80	\$1,596.66	\$1,308.46
Employee + Family:			
Employee Pays	\$657.48	\$837.10	\$412.66
City-Parish Pays	\$1,429.58	\$1,429.58	\$1,429.58
Monthly Rate	\$2,087.06	\$2,266.67	\$1,842.24

Unum Dental Plan Enrollment

Year	Total Enrollment	Retirees & Surviving Dependents	% Retired & Surviving Dependents
2013	5,970	2,318	39%
2014	6,019	2,453	41%
2015	6,076	2,546	42%
2016	6,105	2,588	42%
2017	6,059	2,632	43%
2018	6,044	2,686	44%
2019	6,065	2,682	44%
2020	6,074	2,856	47%
2021	6,036	2,879	48%
2022	5,965	2,876	48%
2023	5,916	2,932	50%

Note: The average 2023 monthly premium paid to Dental per month is \$312,277.60

Unum Dental Plan Two Plan Option

Benefit Services	Platinum Plan Coverage	Silver Plan Coverage
Class A – Preventive	100% - No waiting period	80% - No waiting period
Class B – Basic	80% - No waiting period; deductible \$50 per calendar year	60% - No waiting period
Class C – Major	60% - 12 month waiting period for new enrollees and their dependents only; deductible \$50 per calendar year	30% - No waiting period
Class D – Orthodontia	60% - 12 month waiting period for new enrollees and their dependents only; annual max \$750; lifetime max \$1,500; dependent children to age 19 only	Not Covered

Unum Dental Plan Monthly Rates

Coverage	Platinum	Silver
Employee Only:		
Employee Pays	\$13.52	\$6.50
City-Parish Pays	\$16.87	\$7.04
Monthly Rate	\$30.39	\$13.54
Employee + Spouse:		
Employee Pays	\$27.02	\$12.98
City-Parish Pays	\$33.77	\$14.06
Monthly Rate	\$60.79	\$27.04
Employee + Child(ren):		
Employee Pays	\$32.32	\$14.16
City-Parish Pays	\$37.41	\$15.34
Monthly Rate	\$69.73	\$29.50
Employee + Family:		
Employee Pays	\$49.32	\$22.06
City-Parish Pays	\$57.10	\$23.90
Monthly Rate	\$106.42	\$45.96

Davis Vision by MetLife Enrollment

Year	Total Enrollment
2013	2,063
2014	2,172
2015	2,654
2016	2,611
2017	2,577
2018	2,339
2019	23,15
2020	2,622
2021	2,978
2022	3,393
2023	3,877

Davis Vision Monthly Rates

Coverage	Rates
Employee Only:	\$5.10
Employee + Spouse:	\$9.68
Employee + Child(ren):	\$10.16
Employee + Family:	\$15.62

^{*100%} of premium paid by Employee

Davis Vision Plan by MetLife

- \$10 copay for Exam
- \$25 copay for spectacle lenses: standard single-vision, lined bifocal, or trifocal lenses
- Any fashion or designer frame from Davis Vision's Collection (value up to \$175); OR \$130 retail allowance toward any frame from provider, plus 20% off balance
- \$25 copay for contacts: collection or standard; OR specialty \$60 allowance with 15% off balance
- Any contact lenses from Davis Vision's Contact Lens Collection; OR
 \$150 retail allowance toward provider supplied contact lenses, plus 15% off balance
- Standard scratch-resistance coating is covered in full
- Other lens options or coating at a discount

Life Insurance

- Basic Life Insurance per employee \$25,000
- Basic Life Insurance Elected Officials per employee \$50,000
- Basic Life Insurance per retiree \$5,000
- 100% premium is paid by City-Parish

Company Name	Number of Participants	Products
Allstate	525	Short-Term Disability
Ameriflex	241	Flexible Spending Account (Medical)
Ameriflex	9	Flexible Spending Account (Dependent Care)
UNUM	241	Long-Term Disability
Health Equity	573	Health Savings Account
Allstate	619	Universal Life
MetLife	779	Critical Illness
MetLife	885	Optional Term Life
TransAmerica	767	Accident
TransAmerica	507	Cancer