

REQUEST FOR PROPOSAL

Pharmacy Benefits Manager



Solicitation No: 2026-02-4610
Proposal Opening Date: June 2, 2026
Proposal Opening Time: 2:00 pm CST

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.

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REQUEST FOR PROPOSAL for Pharmacy Benefits Manager

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge is committed to fostering a workplace where employees feel supported, valued, and able to thrive, we are seeking proposals from qualified pharmacy benefits manager (PBM) who share our dedication to employee well-being. At the same time, we recognize our responsibility to steward public resources wisely, and therefore place equal importance on cost-effective plan management, transparent reporting, and innovative strategies that help contain rising healthcare expenses. Our goal is to partner with a PBM who can deliver a seamless, compassionate experience for our workforce while helping us maintain long-term financial sustainability for the community we serve.

1.1.1 Purpose

The purpose of this RFP is to identify a qualified pharmacy benefits manager capable of delivering high-quality, employee-centered service while supporting the municipality's commitment to responsible financial management.

1.1.2 Goals and Objectives

The City-Parish desires to obtain project management, grant management and administrative related services.

1.2 Definitions

Shall - The term "shall" denotes mandatory requirements.

Must - The terms "must" denotes mandatory requirements.

May - The term "may" denotes an advisory or permissible action.

Should - The term "should" denote desirable.

Contractor - Any person having a contract with a governmental body.

Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or another establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

State - The State of Louisiana.

Department – Mayor's Office of Homeland Security and Emergency Preparedness (MOHSEP).

Director - Director of Purchasing.

City-Parish - City of Baton Rouge-Parish of East Baton Rouge.

Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

Item	Anticipated Schedule
RFP advertised in the newspaper and posted to LaPAC and Central Bidding and Bids & Contracts. RFP emailed or mailed to prospective proposers.	April 30, 2026
Deadline to receive written inquiries	May 19, 2026, 5:00 pm CST
Deadline to answer written inquiries	May 26, 2026, 5:00 pm CST
Proposal Opening Date <i>(deadline for submitting proposals)</i>	June 2, 2026, 2:00 pm CST
Anticipated Notice to Proceed	August 14, 2026
Contract/Plan Year Effective Date	January 1, 2027

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 1.7.1 for this RFP contact)

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

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

Proposal Name: Pharmacy Benefits Manager
Solicitation No: 2026-02-4610
Proposal Opening Date & Time: June 2, 2026, 2pm 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 Saint Louis Street, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge-Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, Room 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's 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, IF PROVIDED, SHALL NOT BE READ.

1.5 Proposal Response Format

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

- A. **Cover Letter**: 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 authority required in accordance with Louisiana law. The person signing the proposal must be:
- 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
 - An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 - 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.
- A declarative statement as to whether the Submitter or any member of the Submitter's Team has an open dispute with the City or Parish or is involved in any litigation associated with work in progress or completed in to the private and public sector during the past five (5) years.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.

- C. **Proposer Qualifications and Experience**: History and background of Proposer with related services to government entities, inside the state and outside, financial strength and stability, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Organizational Structure**: The Submitter's Organizational Structure Section of the Proposal should include:
- The Submitter's Organizational Chart either graphically or in narrative format. The Organizational Chart and narrative should provide a description of the Submitters' views on how it will organizationally complete the scope of the proposed contract, as well as depict the relationships and reporting structure of its key personnel.
 - The names of proposed personnel for each major function on the chart.
 - Details of the qualifications of proposed personnel for each major function on the chart.
 - Noting that following completion of negotiations with the City/Parish, the Submitter may not change any of the key members, without the written consent of the City/Parish.
 - **Team Qualifications**:
 - Submitters must provide that it has the personnel with experience, capabilities, and expertise in:
 - Contracts of similar scope.
 - Any and all other matters that will establish ability to perform the scope of work and meet the evaluation criteria of this RFP.

Prior Contracts: Submitter shall provide a list of the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed by the consultant. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the contract fee; (d) the current status of the project; and (e) the estimated completion date of the contract.

- E. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- F. **Project Schedule**: Detailed schedule of implementation plan for preliminary work and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.

H. Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the City-Parish may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the City-Parish reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, City-Parish may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, emails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the City-Parish that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504> that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC

19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>
A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed Original response (clearly marked "ORIGINAL") response. Eight (8) additional copies of the proposal should be provided (clearly marked "COPY"), as well as one (1) redacted copy (clearly marked "REDACTED"), if applicable (See Section 1.6. A USB flash drive must also be provided.

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 shall 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, City of Baton Rouge-Parish of East Baton Rouge shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit City of Baton Rouge-Parish of East Baton Rouge’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 that the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state 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 City of Baton Rouge-Parish of East Baton Rouge and hold City of Baton Rouge-Parish of East Baton Rouge harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order City of Baton Rouge-Parish of East Baton Rouge to disclose the information. If the owner of the asserted data refuses to indemnify and hold City of Baton Rouge-Parish of East Baton Rouge harmless, City of Baton Rouge-Parish of East Baton Rouge may disclose the information.

City of Baton Rouge-Parish of East Baton Rouge reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other City-Parish agencies or organizations for the sole purpose of assisting City of Baton Rouge-Parish of East Baton Rouge in its evaluation of the proposal. City of Baton Rouge-Parish of East Baton Rouge 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 Proposer Inquiry Periods

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

However, additional questions or requests for clarification may arise from City of Baton Rouge-Parish of East Baton Rouge's addendum responses to the initial inquiries. Therefore, a final 3-day inquiry period shall be granted. Questions resulting from the answers provided in the addendum shall be submitted by the close of business three business days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>). 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 who wishes to protest the provisions contained in this RFP shall submit questions or concerns in writing to Director of Purchasing during the proposal period. Otherwise, silence will be construed as acceptance by all proposers that the RFP is clear and that competitive proposals may be submitted as specified herein. Protests regarding the RFP documents will not be considered after proposals are opened.

*Note: City of Baton Rouge-Parish of East Baton Rouge has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate email 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 dates. The City of Baton Rouge-Parish of East Baton Rouge also posts to Central Bidding (<http://www.centralauctionhouse.com>) however, bid submissions cannot be made through Central Bidding for RFPs.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any City of Baton Rouge-Parish of East Baton Rouge employee or City of Baton Rouge-Parish of East Baton Rouge consultant.

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 of Baton Rouge-Parish of East Baton Rouge. 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, email, hand to:

City of Baton Rouge-Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

Email: RFP4610PharBenMgr@brla.gov

225-389-3259

Access to Supporting RFP Plan and Claims Data:

<https://sftp.brla.gov:444/login>

ID: HR_Benefits

Password: HR_Benefits26PBM

1.8 Errors and Omissions in Proposal

City of Baton Rouge-Parish of East Baton Rouge 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: City of Baton Rouge-Parish of East Baton Rouge reserves the right to make corrections or clarifications due to administrative informalities identified in proposals by City of Baton Rouge-Parish of East Baton Rouge or the Proposer. City of Baton Rouge-Parish of East Baton Rouge, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Changes, Addenda, Withdrawals

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

If the proposer needs to submit changes or addenda after submission of a proposal, but before the proposal submission deadline, 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.

1.10 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.

1.11 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 City of Baton Rouge-Parish of East Baton Rouge pursuant to the RFP.

1.12 Waiver of Administrative Informalities

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

1.13 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by City of Baton Rouge-Parish of East Baton Rouge to award a contract. City of Baton Rouge-Parish of East Baton Rouge 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 City of Baton Rouge-Parish of East Baton Rouge to do so.

If a proposer fails to submit any non-mandatory information requested, the City-Parish may request submission of such information from the proposer or assign a lower score to a proposer.

1.14 Ownership of Proposal

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

1.15 Cost of Offer Preparation

City of Baton Rouge-Parish of East Baton Rouge 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, if any, 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 City of Baton Rouge-Parish of East Baton Rouge.

1.16 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).

1.17 Taxes

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

1.18 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, City of Baton Rouge-Parish of East Baton Rouge 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.

1.19 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. City of Baton Rouge-Parish of East Baton Rouge 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.

1.19.1 Corporation Requirements

Upon the award 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, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.20 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 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.

1.22 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. City of Baton Rouge-Parish of East Baton Rouge reserves the right to enter into an Agreement without further discussion of the proposal submitted based solely on the proposals submitted.

Any commitments or representations made by a proposer 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's 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.

1.23 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.

1.24 Evaluation and Selection (see Part III. Evaluation)

1.25 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 and Metropolitan Council.

1.26 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal beyond submission

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 D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered based on the evaluation committee's review and recommendation. The City-Parish intends to award to a single Proposer.

1.27 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and approval of the contract award by the Metropolitan 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.

1.28 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 email 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.

1.29 Insurance Requirements

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

1.30 Subcontractor Insurance

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

1.31 Contract Provisions

If a contract results from this RFP, the contract shall include, but not be limited to, the following terms and provisions. Submission of a proposal without noting any objections or exceptions to these provisions shall be deemed as an acceptance of these terms by the proposer.

1.31.1 Indemnification

Contractor 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.

Contractor, its agents, employees and insurer (s) hereby release 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 Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

1.31.2 Payment for Services

The City-Parish shall pay Contractor in accordance with the provisions of the compensation section of the Contract 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.

When billing the City-Parish for Project and Grant Management with Administrative Services, the successful Proposer will be required to provide the portion of the total fee related to the costs of the M&A of all federal and state grants. This data is necessary for purposes of properly charging grant programs for their portion of the audit costs and allocation of our indirect cost plan.

1.31.3 Termination of this Contract for Cause

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the City-Parish and all payments required to be made to the Contractor have been made; but this contract may be terminated under any or all of the following conditions:

- By mutual agreement and consent of the parties hereto.
- By City-Parish as a consequence of the failure of the Contractor to comply with the terms, progress or
- Quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
- By either party upon failure of the other party to fulfill its obligations as set forth in the contract.

- By satisfactory completion of all services and obligations described herein.
- By the City-Parish by giving thirty (30) days prior written notice to the Contractor in writing and paying for all previously completed work.
- By City-Parish due to withdrawal of Federal funding for the project.

If termination is made by the City-Parish under condition 5 after work has started, the Contractor will be paid for all detailed costs incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

The City-Parish may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and conditions of the Contract; 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 said failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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 agency's failure and a reasonable opportunity for City-Parish to cure the defect.

1.31.4 Termination of this Contract for Convenience

The City-Parish may terminate this Contract 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.

1.31.5 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.

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature.

If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.31.6 Assignment

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

1.31.7 No Guarantee of Quantities

The quantities, if any, referenced in the RFP are estimates. In the event a greater or lesser quantity is needed, the City-Parish reserves the right to increase or decrease the amount at the unit price stated in the proposal.

Neither 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.

1.31.8 Audit of Records

It is hereby agreed that the East Baton Rouge Parish Mayor-President and Departments of City-Parish government, Parish Attorney and designees, the Louisiana Division of Administration, GOHSEP, the Legislative Auditor of the State of Louisiana, DHS, FEMA, Office of Inspector General (State and DHS), DHS/FEMA monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice. Contractor shall maintain all records and accounts for a period of a minimum of five (5) years from the date of FEMA closeout.

1.31.9 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.

1.31.10 Record Retention

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

1.31.11 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 the City-Parish, at Contractor's expense, at termination or expiration of this contract.

1.31.12 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.

1.31.13 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.

1.31.14 End of Contract Transition

Upon termination, regardless of the reason for or type of termination, the Contractor agrees to transfer to the party designated by the State, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with the State and any new contractor during the transition of the contract to a new contractor. Upon request by the State, the Contractor shall provide all State information maintained by the Contractor in a time frame approved by the State Risk Claims Manager. Information provided via tape or other electronic transfer shall be in a format approved by the State Risk Claims Manager and shall include but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.

1.31.15 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 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.

1.32 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 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.

Venue of any action brought with regard to this Contract shall be in Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.33 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.

1.34 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 outlined in Attachment A.

2.2 Period of Agreement

The term of the initial contract will be for three (3) years. The City-Parish retains the right to solicit competitive pricing from vendors on an annual basis. The agreement includes an exclusive option for the City-Parish to renew for two (2) additional years in one (1) year increments not to exceed a total of five (5) years.

The City-Parish reserves the right to terminate its contract, with full accounting, on the first of any month, provided such notification is given at least thirty (30) days in advance to the affected company(ies). It is the intent of the City-Parish to consider proposals based on information outlined herein. If there is no statement to the contrary, it will be assumed that your proposal complies with all specifications as listed.

The City-Parish will require a six (6) month advance written notice of any renewal increases. Quoted pharmacy benefits manager fees must be guaranteed for at least three (3) years.

Any employee, retiree, or eligible dependent covered by the current plans will be covered under the plan on the proposed effective date. It is specifically noted that all evidence of insurability requirements are not to be imposed on this initial group of participants.

Proposals should assume the City-Parish's retirees over age 65 are eligible for Medicare Parts A & B. The successful proposal designated to take over the City-Parish Pharmacy plan must agree to transfer to the client, within thirty (30) days of notice of termination, all required data and records necessary to administer the plan. The transfer must be electronic per the City-Parish's specifications.

2.3 Price Schedule

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

Proposed fees for pharmacy benefits administration, network access, utilization management services, and claims audit must be guaranteed for the first three (3) years of the contract, and must be quoted on a per employee per month basis (PEPM). You must quote a single fee over the initial three (3) year term period followed by a guaranteed PEPM cost for each optional year. Fees quoted must include all services included in the RFP package and all start-up costs.

You must document any circumstances that would cause your quoted fees to change, other than enrollment, regulatory mandates, or changes in legislation.

Quoted administrative fees may not change for the time period of the contract after the submission deadline.

2.4 Deliverables

The successful Proposer is required to deliver designated year-end reports no later than ninety (90) days after the close of each contract year. It is expected that the successful Proposer will provide all appropriate legal documents necessary to implement and maintain the plan including, any needed state filings, development of booklet/certificate forms, plan documents, summary plan descriptions, etc.

The successful Proposer is required to permit a third party, independent claims audit, at least once every three (3) years. Selection of claims auditor is at the sole discretion of City-Parish.

2.5 Location

The proposed services are required at multiple locations throughout the City of Baton Rouge / Parish of East Baton Rouge.

2.6 Proposal Elements

The successful Proposer is required to deliver designated year-end reports no later than ninety (90) days after the close of each contract year. It is expected that the successful Proposer will provide all appropriate legal documents necessary to implement and maintain the plan including, any needed state filings, development of booklet/certificate forms, plan documents, summary plan descriptions, etc.

A summary of the Rules Governing Proposals/Quotes is as follows:

- a. Multiple year contracts and cost guarantees are required.
- b. Rates quoted must be firm regardless of final enrollment.
- c. **ALL QUOTES SHOULD BE NET OF COMMISSION, BONUSES, OVERRIDES, AND ALL OTHER FORMS OF PRODUCER DIRECT AND INDIRECT COMPENSATION.**
- d. You must use footnotes if you believe supplementary comments or explanations are necessary.

Your quote **should** include the following:

- a. The name, phone number and email address of your designated contact person for this account.
- b. Your company's audited financial statements for the most recent three (3) years.
- c. A specimen of the master contract your organization would issue to the City-Parish.

While you have been asked to conform in every respect to this RFP, if your company has innovative plan designs or services which might better serve the needs of the City-Parish, its employees and retirees, the City-Parish would be interested in reviewing them. Please describe and attach as an addendum to your proposal such plans or services.

The following are mandatory requirements for all proposers that cannot be delegated to another entity and must be met by the actual entity submitting the proposal. Failure to meet any of these requirements at the time of the submission deadline will result in the disqualification of a proposal:

- a. Proposer must be licensed in Louisiana and in other states once it is known that a beneficiary has moved to or received services in that state. The proposer should also indicate in their response how they are in compliance and have a working knowledge and understanding of the claims payment laws and other health insurance laws of the states where a City-Parish employee, retiree or dependent may receive treatment. For example, state whether or not you have a compliance officer, list those states you are currently licensed in, and explain who is responsible for overseeing compliance. Please provide copies of all licensing credentials from the State of Louisiana with your proposal.
- b. Proposer must have at least five (5) years of experience in providing the type of plans and services requested in this RFP.

PART III. EVALUATION

The evaluation criteria to be used in selecting and ranking consultants include, but are not limited to, the following:

The selection of the successful proposer(s) will be determined based on their benefit coverage, responses to the specifications outlined in this RFP, and an evaluation of the quality and effectiveness of their services in the following areas:

- Experience in Servicing Public Entities – Provide examples of current or past municipal clients, detailing your understanding of government-specific benefits administration.
- Claims Services – Outline adjudication processes, average processing times, claim denial rates, customer support options, and online tools available for claims management.
- Performance Guarantees – Specify guarantees related to claims processing times, service response times, and resolution timelines, with financial penalties or incentives where applicable.
- Ability to Work with TurnKey Benefits – Demonstrate your integration capabilities, past experience working with TurnKey Benefits, and any relevant system compatibility details.
- Written and Oral Presentations (if necessary) – The proposer may be required to present their proposal and answer questions before final selection.

Additionally, the following factors will also be considered:

- Reputation and Quality of Services – Consideration will be given to references, market reputation, and service quality metrics.
- Extent to Which the Vendor Meets the Needs of the City of Baton Rouge – A qualitative assessment of how well the proposal aligns with municipal objectives.
- Past Relationship with the City of Baton Rouge – Performance on prior contracts (if applicable) will be evaluated, but new vendors will not be penalized.
- Total Long-Term Cost – Consideration of multi-year pricing and administrative costs.
- Other Relevant Factors – Any additional elements that a private entity would consider in selecting a vendor.

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.

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.

3.1 FINANCIAL

COST (50 points)

Total cost analysis, including average wholesale price discounts, rebates, clarity of definitions, and timing of rebates for providing the services requested in the RFP.

3.2 TECHNICAL (50 points)

Cost Containment Clinical Programs (30 PTS)

There are sub-categories in this section that expound on the provider Cost Containment Clinical Programs; refer to Scope of Services, Attachment A. Sub-categories include: General Services, Guarantee and Reconciliation Logic, Adjudication Logic, Data Sharing, Mail Order Pharmacy, Termination Clauses, Utilization Management, Patient Assistance Programs, and Copay Assistance Programs)

Reporting and Customer Service (15 PTS)

Monthly, quarterly, and annual reports detailing Financial & Utilization (claims data), Transparency & Disclosure (all revenue streams, including rebates from manufacturers, spread pricing, and pharmacy claw-backs), Performance Guarantees, and Clinical Reporting (Prior Authorization utilization, success rates, drug mix trends, and specialty pharmacy management).

The support and assistance provided to customers to resolve pharmacy related issues. Involves the technical capability, reliability, response times, and efficiency of the help desk, ticketing systems, and support team.

Experience & Reputation (5 pts)

References, years in business, public entity experience, and service performance.

- Provide 3 current references as well as 2 references from terminated clients. At least one reference must be from a public entity of similar size.
- How many members do you manage as a PBM?
- How many clients with over 1,000 subscribers do you currently manage?
- Are you privately owned or publicly traded?
- Have you been involved in a change of ownership in the past 24 months? If so, when and what was the nature of the change in ownership?

Please describe disaster recovery plans for both Acts of God and breaches in cyber-security. Do you have an in-house risk management team? If so, what is the average tenure of the members of that team? Are the members of that team employees of your company or contractors?

FINANCIAL STANDING (5 pts)

Consultant shall perform tasks as indicated within the proposal.

The following financial criteria will be evaluated:

Credit ratings, financial statements, and industry rankings.

3.3 SCORING

Criteria	Weight	Measurement Factors
Cost	50%	AWP discounts, Rebates, Clarity of Definitions, Timing of Rebates
Cost Containment Clinical Programs	30%	Innovative cost containment clinical program to mitigate risk
Reporting and Customer Service	15%	Timing on reporting, response times, dedicated support and client satisfaction metrics
Experience & Reputation	5%	Similar references, years in business, public entity experience and service performance
Total Score	100%	

PART IV. PERFORMANCE STANDARDS

The successful proposer shall maintain the following performance levels, as applicable:

Administrative Services:

Eligibility Loading - Load all eligibility tapes into system within five (5) business days of receipt.

Measurement Criteria - Elapsed time from date tape received to the date upon which the tape is loaded to the eligibility system.

ID Cards -mailed within ten (10) business days after final member eligibility is received, system loaded and passes a quality assurance check. Measurement Criteria - Date ID cards are mailed.

Electronic "Claim Ready Date" - Electronic Claim Ready by the effective date or within twenty (20) business days after account structure is entered into the system, final member eligibility is received, and benefit plan design is finalized. Measurement Criteria - Date plan benefits and employee and dependent eligibility data is system loaded.

Claim Operations: Measurement Criteria - by standard claim operations reports:

Time to Pay- 90% of "non-controversial" or "clean" claims paid in ten (10) business days

Financial Accuracy - 99% of submitted charges processed correctly

Procedural Accuracy- 95% of claims processed without non-financial error

\$50,000 for failure to pay 90% of claims within 10 days; increase \$5,000 per extra day to meet 90% standard to a maximum of 15 days and maximum of \$100,000.

\$100,000 for failure to process 99% of claims correctly; increase \$5,000 per 25% reduction in accuracy to 98% and maximum of \$200,000

\$20,000 for failure to process 95% of claims without a non-financial error; increase \$5,000 per 50% reduction in accuracy to 93% and maximum of \$40,000.

ATTACHMENT A SCOPE OF SERVICES

The selected vendor must comply with the following requirements:

Attachment A SCOPE OF SERVICE

General Information

Requested Terms		Quote Option Terms
Effective Date	01/01/27	Proposal Status
Contract Type	Traditional	Contract Type
Contract Length	3 year term	Contract Length
Formulary Type	Closed	Formulary Type
Network Type	Broad	Network Type
Specialty Network Type	Exclusive	Specialty Network Type
Maintenance Program	Voluntary	Maintenance Program
Alternative Funding	Not Required	Alternative Funding
GLP-1 Weight Loss Coverage	Not Required (only for diabetics)	GLP-1 Weight Loss Coverage
Additional Notes	SaveonSP (MCAP)	Additional Notes
TPA	BCBSLA	

Requested Consulting Fees		Quoted Consulting Fees
Consulting Fee Basis	None	Consulting Fee Basis
Consulting Fee	-	Consulting Fee
Lump Sum Consulting Fee Basis	None	Lump Sum Consulting Fee Basis
Lump Sum Consulting Fee	-	Lump Sum Consulting Fee
Consulting Fee Billing	n/a	Consulting Fee Billing

Requested Ringmaster Technology Fees		Quoted Ringmaster Technology Fees
Technology Fee (per claim)	0.60	Technology Fee (per claim)
Technology Fee (one time)	1500.00	Technology Fee (one time)
Technology Fee Billing	Built into pricing guarantees	Technology Fee Billing

Other Quoted Fees & Credits
Implementation Credit (per member)
Pharmacy Mgmt Fund (per member)

ATTACHMENT A SCOPE OF SERVICES (continued)

The selected vendor must comply with the following requirements. Respond as Confirmed or Not Confirmed.

Discount Definitions

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. MAC generics included in the generic guarantee.		
2. Non-MAC generics included in the generic guarantee.		
3. Single-source generics included in the generic guarantee.		
4. Multi-source generics included in the generic guarantee.		
5. Generics in the FDA-granted exclusivity period included in the generic guarantee.		
6. Generics launched at risk included in the generic guarantee.		
7. Generics prescribed in conjunction with a specialty medication included in the generic guarantee.		
8. Generics with limited supply included in the generic guarantee.		
9. Claims filled in all states.		
10. Brand medications are those with a Medi-Span name type code and multi-source combination code of MT, NT, OT.		
11. Limited distribution medications are those defined as such on the bidders provided LDD List with this response.		
12. Limited distribution discounts apply for drugs with and without access		

Rebate Definitions

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Formulary rebates included in the pass-through rebate definition.		
2. Incentive rebates included in the pass-through rebate definition.		
3. Data fees included in the pass-through rebate definition.		
4. Inflation protection rebates included in the pass-through rebate definition.		
5. Specialty management fees included in the pass-through rebate definition.		
6. Market share rebates included in the pass-through rebate definition.		
7. Promotional grants included in the pass-through rebate definition.		
8. Compliance funding included in the pass-through rebate definition.		
9. Any and all funding sources, up to and including those of any GPO with common ownership included in the pass-through rebate definition.		
10. New-to-market drugs, not listed on the LDD list and added during the contract year, must be available from 3 or fewer pharmacies.		
11. For rebates, all drugs on the bidder's specialty drug list qualify for specialty rebate (if not, please list drug classes considered non-specialty.)		
12. 340B claims are defined as only those having a type 20 NCPDP submission clarification code or a pharmacy class code of 39.		
13. Provided rebate guarantees will apply regardless of plan design.		

ATTACHMENT A SCOPE OF SERVICE (continued)

Guarantee and Reconciliation Logic

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Bidder agrees to allow the client or a third-party named by the client to execute a market-check.		
2. Bidder agrees to pay 100% of any shortfall.		
3. Discount guarantees are at the client level.		
4. Rebate guarantees are at the client level.		
5. Over-performance in one channel will not be used to offset under-performance in another channel.		
6. Reconciliations do not constitute an audit.		
7. Client may conduct an audit, at its own expense, each year.		
8. AWP is based on Medi-span and the date of fill.		
9. AWP is based on post-2009 settlement AWP.		
10. U&C is defined based on the retail drug used to calculate the claim amount on the dispense date.		
11. Zero balance claims included in discount guarantees based on ingredient cost before member cost share.		
12. Extended day supply and mail order guarantees apply at greater than 83 days supply.		
13. Reconciliation will occur within 180 days after the close of a year.		
14. Manufacturer coupons are excluded from the discount guarantee calculation.		
15. Bidder Agrees Formulary List will not have negative changes more than 2 times per year with 90 days advance notice.		
16. Specialty list will not change during the contract year with the exception of the addition of new to market drugs.		
17. For reconciliation purposes, specialty drugs are defined in the current specialty drug list each contract year. The PBM may provide an updated list prior to the new year.		
18. All responses in this RFP are binding and supercede the pricing supplement and any administrative agreements.		
19. Rebate guarantee reconciliation will not include any rebate credits for shifts in utilization (biosimilars, insulins, etc.).		
20. Specialty discount guarantees represents an overall guarantee across all specialty drugs in the channel.		

Adjudication Logic

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Client payment will be determined as (ingredient cost + dispensing fee + sales tax) less member copayment.		
2. Members will pay the lesser of the discounted ingredient cost, the usual & customary rate, or the member cost share.		
3. U&C is defined as the retail drug used to calculate the claim amount on the date the drug was dispensed.		
4. Extended day supply and mail order copays apply at greater than 83 days supply.		
5. Specialty medications will not be dispensed for more than a 30 days supply unless a quantity of 1 applies.		
6. Specialty medications that do not clinically require a days supply greater than 30 will receive a specialty rebate guarantee based on a per 30 day supply.		

ATTACHMENT A
SCOPE OF SERVICE
(continued)

Data Sharing

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Bidder agrees to share a complete claim file to Ringmaster, at no charge, at a minimum of a monthly basis during the administration of this contract.		
2. Bidder agrees to share its limited distribution drug list at an NDC level for request and reconciliation purposes.		
3. Bidder agrees to share its specialty drug list at an NDC level for request and reconciliation purposes.		
4. Bidder agrees to share a detailed formulary list at an NDC level.		
5. Bidder confirms it has active clients with accumulator connectivity with the current and alternative carriers/TPAs listed in the cover sheet.		
6. Bidder confirms it has active clients with eligibility connectivity with the current and alternative carriers/TPAs listed in the cover sheet.		

Mail Order Pharmacy

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. MAC pricing will be in place at mail order.		
2. Mail MAC is the same or more favorable than the retail MAC list.		
3. No minimum price floors apply for mail order discounts to apply.		

Termination Clauses

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Client may terminate without cause provided they give 60 days advance notice.		
2. No early termination penalties will apply.		
3. Client will retain earned, but unpaid, rebates up to the termination date, pursuant to the contract.		
4. Bidder agrees to provide an open refill transfer file upon request, without charge, to facilitate client transition.		
5. Bidder agrees to provide an updated claim file upon request, without charge, to facilitate client transition.		
6. Bidder agrees to provide an open prior authorization file upon request, without charge, to facilitate client transition.		

ATTACHMENT A SCOPE OF SERVICE (continued)

Formulary Management

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Humira is excluded from your formulary.		
2. What is your preferred biosimilar for Humira?		
3. Biosimilars for Humira are not subject to rebate credit values.		
4. If biosimilars for Humira are subject to a rebate credit value then they are capped at the baseline rebate guarantee amount per claim.		
5. What is your book of business biosimilar adoption rate for Humira on the submitted formulary?		
6. Stelara is excluded from your formulary.		
7. What is your preferred biosimilar for Stelara?		
8. Biosimilars for Stelara are not subject to rebate credit values.		
9. If biosimilars for Stelara are subject to a rebate credit value then they are capped at the baseline rebate guarantee amount per claim.		
10. High WAC Humalog and/or Novolog are excluded from your formulary.		
11. A low value drug exclusion list is available.		
12. Please list any additional fees for formulary management that are not included elsewhere.		

Utilization Management

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Proposed rates assume prior authorizations for GLP-1's.		
2. Proposed rates assume the use of SmartPA or ePA logic for GLP-1's.		
3. Proposed rates assume an independent prior authorization for GLP-1's.		
4. GLP-1 prior authorization process requires chart notes to validate diagnosis.		
5. GLP-1 prior authorization process requires patients to have an A1c over a minimum of 6.5.		
6. At what BMI are weight loss medications approved in your submitted proposal?		
7. Client is allowed to implement a cost exceeds max edit for claims greater than \$1,000		
8. If the cost of your utilization management is included in an overall package fee, what is the fee basis?		
9. If the cost of your utilization management is included in an overall package fee, what is the fee amount?		
10. What is the basis for your prior authorization fee?		
11. What is the prior authorization fee amount?		
12. What is the basis for your step therapy fee?		
13. What is the step therapy fee amount?		
14. What is the basis for your quantity limit fee?		
15. What is the quantity limit fee amount?		
16. Please list any additional fees for utilization management that are not included elsewhere.		

ATTACHMENT A
SCOPE OF SERVICE
(continued)

Patient Assistance Programs

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. If your fees for patient assistance are not on a percentage of savings please indicate the basis.		
2. If your fees for patient assistance are not on a percentage of savings please indicate the fee amount.		
3. If your fees for patient assistance are on a percentage of savings basis please indicate what percentage of the savings is taken as a fee?		
4. If patient assistance program percentage of savings fees are capped, at what dollar amount are they capped?		
5. Patient assistance program savings are calculated based on the AWP minus the contractually guaranteed discount percentage for the medication.		
6. Patient assistance program claims will be included in reporting and claim files.		

Patient Assistance Programs

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. Please list any fees for international sourcing that are not included elsewhere.		
2. International sourcing is optional for the client.		

Copay Assistance Programs

<u>Question</u>	<u>Confirmed or Not Confirmed</u>	<u>Comment</u>
1. If your fees for copay assistance are not on a percentage of savings please indicate the basis.		
2. If your fees for copay assistance are not on a percentage of savings basis please indicate the fee amount?		
3. If your fees for copay assistance are on a percentage of savings basis please indicate what percentage of the savings is taken as a fee?		

ATTACHMENT B PROPOSAL FORM

Sealed proposals will be received until 2:00 PM, CST, June 2, 2026 by the Purchasing Division, 222 Saint Louis Street, Room 826, Baton Rouge, LA 70802. Immediately after 2:00 PM of the same day and date, proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Pharmacy Benefits Manager

Contract Documents:

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

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

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

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about July 1, 2026 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of 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.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

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

ATTACHMENT B-1 PRICING SCHEDULE

List all pricing details here or in a schedule format. The City-Parish reserves to award a contract based on the option that is in the best interest of the City. Prices submitted shall be firm for the term of the contract and inclusive of all charges the contractor wishes the City-Parish to consider for proposed services.

Part 1. Discount Effective Rates and Exclusions

Contract Type _____

Network Name _____

Network Type _____

Specialty Network Type _____

Admin Fee Basis Per Claim

Admin Fee _____

PMPM Guarantee _____

If including a PMPM guarantee, please provide a supplemental file explaining your guarantee in more detail.

Effective Rates	Year 1-3	Year 4	Year 5	Exclusions	Exclusion Comments
Retail 30					
Brand Discount	_____	_____	_____	1 PCSK9	_____
Generic Discount	_____	_____	_____	2 Formulary	_____
_____	_____	_____	_____	3 Exclusions	_____
Dispensing Fee	_____	_____	_____	4 Vaccines	_____
_____	_____	_____	_____	5 Multi-Source	_____
_____	_____	_____	_____	6 Brands	_____
_____	_____	_____	_____	7 Non-Diabetic	_____
_____	_____	_____	_____	8 OTC	_____
_____	_____	_____	_____	9 OTC Insulin	_____
_____	_____	_____	_____	10 Non-Diabetic Devices and	_____
_____	_____	_____	_____	11 Supplies	_____
_____	_____	_____	_____	12 Diabetic Monitoring Devices and	_____
_____	_____	_____	_____	13 Supplies	_____
_____	_____	_____	_____	14 Insulin Pumps	_____
_____	_____	_____	_____	15 Insulin Syringes	_____
_____	_____	_____	_____	16 and Needles	_____
_____	_____	_____	_____	17 OTC Test Strips	_____
_____	_____	_____	_____	18 Biosimilars	_____
_____	_____	_____	_____	19 100% Member	_____
_____	_____	_____	_____	20 Paid Claims	_____
_____	_____	_____	_____	21 340B Claims	_____

**ATTACHMENT B-1
PRICING SCHEDULE
(continued)**

Effective Rates	Year 1-3	Year 4	Year 5	Exclusions	Exclusion Comments
Specialty Retail				15 HIV Claims	
Brand Discount				16 IHS Claims	
Generic Discount				17 In-House Claims	
Dispensing Fee				18 LDD Claims	
				Long-Term Care 19 Claims	
Specialty Mail				20 VA Claims	
Brand Discount				21 U&C Claims	
Generic Discount				Out of Network 22 Claims	
Dispensing Fee				23 DAW 1	
				24 DAW 2	
LDD				25 DAW 3	
Brand Discount				26 DAW 4	
Generic Discount				27 DAW 5	
Dispensing Fee				28 DAW 6	
				29 DAW 7	
				30 DAW 8	
				31 DAW 9	
				32 Compounds	
				33 Military Claims	
				Home Infusion 34 Claims	
				Claims Below a Minimum Plan Paid 35 Percentage	
				Authorized 36 Generics	
				Coordination of Benefit (COB) 37 Claims	
				Continuation of 38 Therapy Claims	
				39 Outlier Claims	
				40 Paper Claims	
				Specialty 41 Starter Fills	
				Desiccated 42 Thyroid Extract	

Additional Exclusions:

ATTACHMENT B-1 PRICING SCHEDULE (continued)

Part 2. Rebate Guarantees and Exclusions

Formulary Name	_____
Formulary Type	_____
Rebate Structure	_____
Guarantee Structure	_____
Admin Fee Credit (PEPM)	_____
No. of Days until Payment	_____

This field indicates the number of days after the quarter ends when the employer can expect their rebate payment.

Guarantees	Year 1-3	Year 4	Year 5	Exclusions	Exclusion Comments
Retail 30				1 PCSK9	
Brand Rebate	_____	_____	_____	2 Formulary Exclusions	
Generic Rebate	_____	_____	_____	3 Vaccines	
				4 Multi-Source Brands	
Retail 90				5 Non-Diabetic OTC	
Brand Rebate	_____	_____	_____	6 OTC Insulin	
Generic Rebate	_____	_____	_____	7 Non-Diabetic Devices and Supplies	
				8 Diabetic Monitoring Devices and Supplies	
Mail Order				9 Insulin Pumps	
Brand Rebate	_____	_____	_____	10 Insulin Syringes and Needles	
Generic Rebate	_____	_____	_____	11 OTC Test Strips	
				12 Biosimilars	
Specialty Retail				13 100% Member Paid Claims	
Brand Rebate	_____	_____	_____	14 340B Claims	
Generic Rebate	_____	_____	_____	15 HIV Claims	
				16 IHS Claims	
Specialty Mail				17 In-House Claims	
Brand Rebate	_____	_____	_____	18 LDD Claims	
Generic Rebate	_____	_____	_____	19 Long-Term Care Claims	
				20 VA Claims	
LDD				21 U&C Claims	
Brand Rebate	_____	_____	_____	22 Out of Network Claims	

ATTACHMENT B-1 PRICING SCHEDULE (continued)

Guarantees	Year 1-3	Year 4	Year 5	Exclusions	Exclusion Comments
Generic Rebate				23 DAW 1	
				24 DAW 2	
				25 DAW 3	
				26 DAW 4	
				27 DAW 5	
				28 DAW 6	
				29 DAW 7	
				30 DAW 8	
				31 DAW 9	
				32 Compounds	
				33 Military Claims	
				34 Home Infusion Claims	
				Claims Below a Minimum Plan	
				35 Paid Percentage	
				36 Authorized Generics	
				Coordination of Benefit (COB)	
				37 Claims	
				38 Continuation of Therapy Claims	
				39 Outlier Claims	
				40 Paper Claims	
				41 Specialty Starter Fills	
				42 Desiccated Thyroid Extract	

HIV Rebates (respond as included or not included)

HIV claims will be included in the specialty rebate guarantee. _____

Additional Exclusions

ATTACHMENT C

Insurance Requirements

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

A. General Liability Insurance

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two years after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	<u>Limits</u>
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

B. Automobile Liability Insurance

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

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

C. Worker Compensation and Employers Liability Insurance

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

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

D. Excess Umbrella Liability Coverage

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

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

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

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

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

H. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
222 St. Louis Street
8th Floor Room 826
Baton Rouge, LA 70802

NOTE TO PROPOSERS:

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

ATTACHMENT D

Sample Contract for Pharmacy Benefits Manager

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City-Parish, herein referred to as the City-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 _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows:

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 City-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 the City-Parish's 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 within _____ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ____ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The 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's 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 his 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 the 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-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City- Parish 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-Parish to be adequate for the protection of the City Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, 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/PARISH OF
EAST BATON ROUGE**

By _____

Title _____

Date: _____

CONSULTANT

By _____

Title _____
Typed / Printed Name

Title _____
Typed / Printed Title

Date: _____

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

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

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.
 - a. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.
 - b. Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.
 - c. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

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

3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

4. **Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).
 - a. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.
5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
 - c. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - d. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. 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.

- b. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
 - c. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
 - d. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - e. The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.
9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- a. The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322)**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Surveillance Services or Equipment**. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216. Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

CONTRACTOR

_____ **BY:** _____
(Authorized Signature, printed name)

Date: _____

ATTACHMENT F
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)

Definitions:

contractor - means an entity that receives a contract.

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

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

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

The Service Provider receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 and those associated with US Treasury State and Local Fiscal Recovery Fund terms and conditions.

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Use of Funds.** The Service Provider understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

The Service Provider will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, the Service Provider may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** The Service Provider agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** The Service Provider shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Service Provider in order to conduct audits or other investigations.

Records shall be maintained by the Service Provider for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** The Service Provider may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Service Provider.
8. **Conflicts of Interest.** The Service Provider understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. The Service Provider and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.**
 - a) The Service Provider agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Service Provider shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b) Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of the Service Provider's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** The Service Provider agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** The Service Provider understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City-Parish of East Baton Rouge by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to the Service Provider (1) in excess of the amount to which the Service Provider is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Service Provider shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by the Service Provider. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Service Provider knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

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

16. **Protections for Whistleblowers.**

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

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Service Provider should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and the Service Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

19. **Equal Employment Opportunity.** During the performance of this contract, the Service Provider agrees as follows:
- a. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Service Provider's legal duty to furnish information.
 - d. The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Service Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Service Provider's will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Service Provider's will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148). The Service Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Service Provider shall maintain documentation which demonstrates compliance with the requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
- a. Overtime requirements. No Service Provider or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Service Provider and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Service Providers and subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Service Provider or subcontractor under any such contract or any other Federal contract with the same prime , or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime , such sums as may be determined to be necessary to satisfy any liabilities of such or sub for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subs to include these clauses in any lower tier subcontracts. The prime contractor (Service Provider) shall be responsible for compliance by any sub or lower tier sub with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

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

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

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

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to the Service Provider.

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

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

29. **Remedies.** If any work performed by the Service Provider fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:
- (i) elect to have the Service Providers re-perform or cause to be re-performed at the Service Provider's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Service Provider from any amounts due to the Service Provider; or
 - (iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** The Service Provider 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).
31. **Copeland Anti-Kickback Act:**
- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subs to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any sub or lower tier sub with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, , or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Service Provider acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of the Service Provider in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of the Service Provider and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other s, vendors or suppliers. In the event of a Force Majeure Event, the Service Provider shall receive an equitable adjustment extending the Service Provider's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to the Service Provider's compensation sufficient to account for any increased cost in performance or loss or damage suffered by the Service Provider.

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

BY: _____
(Authorized Signature, printed name)

DATE: _____

FAIR CHANCE ORDINANCE

Requires Fair Chance hiring standards for person, corporations, and entities in a contract, cooperative endeavor agreement, or grant with the City of Baton Rouge, Parish of East Baton Rouge by limiting the consideration of criminal history of an applicant, and to provide otherwise with respect hereto.

Section 1

A contractor shall not request from the applicant their criminal history before the contractor extends a conditional offer of employment.

Section 2

All contracts shall include a certification that the contractor has complied with the provisions of the fair chance ordinance.

Section 3

The applicant will acknowledge in writing that a background check will be performed before a final offer of employment.

Section 4

Section 1 does not apply if consideration of an applicant's criminal history is required by law.

Section 5

The Purchasing department is the enforcing agency and shall establish a procedure for complaint.

Section 6

The Fair Chance ordinance shall not apply to the following City Parish departments: Human Resources, Police, Constable, Fire Department, Emergency Medical Services, Juvenile Services, and Metro Airport.

Section 7

The ordinance shall be effective May 5, 2023 following adoption and shall apply to contracts executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFP) or awarded by the Engineers or Architectural Selection Boards. The ordinance shall not apply to any agreements executed before the effective date of this ordinance.

The signature below certifies that the signer has carefully examined the above and is in full compliance with the terms listed.

Date

Authorized Signature

Authorized Name (Printed)

H2B WORKFORCE REQUIREMENTS

H2B Workforce Requirements: If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.
- Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.

2 CFR Requirement Small Minority and Women's Businesses

Subrecipients must include small, minority and women's owned business in their solicitations for procurement. Email the businesses below for every procurement transaction with federal funds and maintain a copy of the email in the project files.

[Asian Chamber of Commerce Louisiana](#)

[Hispanic Chamber of Commerce Louisiana](#)

[Southern Region Minority Supplier Development Council](#)

[Strategic Action Council](#)

[Vietnamese Initiatives in Economic Training](#)

[Urban League of Louisiana](#)

[Women's Business and Enterprise Council](#)

[Louisiana Chamber of Commerce Foundation](#)

[National Association of Women Business Owners](#)

Subrecipients must ensure that the clause below to take affirmative steps to include small, minority, and women's owned business is in their contracts with their prime contractors.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION:

IF 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 State of _____ and domiciled in _____ was held this _____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors

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

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

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

I, _____ hereby certify that I am the Secretary of,

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

This _____ day of _____, 20____

SECRETARY

AFFIDAVIT

**City of Baton Rouge
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:

City Parish Pharmacy Benefits Manager

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