

REQUEST FOR PROPOSAL



for

**City of Baton Rouge – Parish of East Baton Rouge
Banking Services
2027-2031**

Solicitation No.: 2026-07-0210

Release Date: August 6, 2026

RFP Opening Date: September 16, 2026 PM

KEY REMINDERS TO PROSPECTIVE PROPOSERS

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFP and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Retain the complete set of specifications and contract documents for your files.

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City of Baton Rouge, Parish of East Baton Rouge, Louisiana
Request for Proposal No. 2026-07-0210
Banking Services 2027-2031

1. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested and able to provide banking services for the years 2027 through 2031.

This document is designed to present prospective proposers with an accurate description of both the operational activities and technical strategies surrounding the cash management program of the City-Parish. Prospective proposers are urged to read this document in its entirety. Prospective proposers are likewise encouraged to ask for clarification when any questions arise. If the City-Parish receives no inquiries, the City-Parish interpretation of the RFP will prevail.

2. General Instructions

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing
P.O. Box 1471
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **September 16, 2026 by 2:00 PM**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division
222 Saint Louis Street
8th Floor, Rm. 826
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday. Proposals submitted for consideration shall consist of the following:

- Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [**Original**] **BANKING SERVICES 2027-2031**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **BANKING SERVICES 2027-2031**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **BANKING SERVICES 2027-2031**, and one (1) redacted copy of the proposal, if applicable.
- A Title Page, Table of Contents, signed Letter of Transmittal, and Proposal Contents as outlined and requested within Attachment A of this RFP.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted with both the electronic and hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFP on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **BANKING SERVICES 2027-2031** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

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

3. Receipt of Proposals

PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.

The City-Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

Item	Anticipated Schedule
RFP Issued	August 6, 2026
Pre-Proposal Conference (non-mandatory)	N/A
Deadline to Receive Written Inquiries	September 1, 2026 (4:00 PM, local time)
Deadline to Answer Written Inquiries	September 8, 2026
Proposal Submission Deadline	September 16, 2026 (2:00 PM, CST)
Oral Discussions with Proposers (if needed)	N/A
Notice of Intent to Award	September 30, 2026
Contract Initiation	January 1, 2027

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

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in "Attachment D" for **BANKING SERVICES 2027-2031** and the proposal forms shown in "Attachment B" and "Attachment B-1."

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

Proposer Inquiry

The City-Parish will initiate a Proposer Inquiry period for all interested potential proposers to perform a procedural review of the Request for Proposal, submit written inquiries, and receive an official response from the City-Parish. Official responses from the City-Parish to written inquiries submitted by potential proposers, prior to the inquiry deadline, will be supplied via a forthcoming addendum published to LaPAC.

Proposers shall submit **ONLY** written questions related to the proposal not later than **4:00 PM, on September 1, 2026 to:**

**Dexter Stewart
Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821
Email: RFP0210BankServices@brla.gov**

or deliver by hand to the physical location:

**222 Saint Louis Street, Rm. 826
Baton Rouge, LA 70802**

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday.

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

5. Scope of Work

The numbered sections in each of the following sections correspond with the numbers listed on Attachment B-1, "Banking Services Solicitation Response Form." The City-Parish estimates of dollar and volume activity in this document are based on past experience. However, activity could vary significantly over the course of the contract, based on prevailing economic conditions.

5.1 Account Maintenance

To the extent possible, the City-Parish will have a single "operating account." Almost all of the City-Parish's deposits will be made to the Consolidated Cash Account, (which will function as the City-Parish's main bank account). Also, many of the City-Parish's checks will be written against the Consolidated Cash Account. In certain cases, however, checks will be written against other special City-Parish accounts, such as the Payroll Account and Juror Witness Fee account, and subsequently funded from the Consolidated Cash Account on an as-needed basis.

There is currently a total of 44 Demand Deposit Accounts (DDA's) maintained by the City-Parish. Brief descriptions of some of these accounts are included below. The remaining accounts are established to coincide with various outstanding City-Parish bond issues. As bond issues are paid off and new bonds are issued, the number of these accounts maintained will vary. Also, there are currently eight Zero Balance Accounts (ZBA) the City-Parish uses as noted below.

<u>ACCOUNT NAME</u>	<u>ACCOUNT DESCRIPTION</u>
Consolidated Cash	City-Parish's general operating account into which almost all deposits are made. Vendor payments are processed from this account. This account serves as the master account for current ZBA accounts. Average Daily Balance in this account is about \$23,000,000.
Service Fee	Account into which all garbage, sewer fees, and service fee payments are deposited (ZBA account).
Payroll	Imprest account from which all City-Parish payroll checks and ACH direct deposits are issued. Transfers are made from the Consolidated Cash account when needed.
Witness & Juror	Account used by the Clerk of Court's office and City Court from which disbursements are made to individuals required to attend court proceedings. Transfers are made from the Consolidated Cash account when needed (ZBA account).
Flex Spending Account	Account used by the City-Parish from which employee deductions for their Flexible Spending Accounts (FSA) are pulled by ACH Debits initiated by Ameriflex, the City-Parish's FSA provider. If claims exceed deductions, Ameriflex may make an additional draft from the account at that time. When a debit balance exists in the account at the close of business, it is negated by an automatic ZBA credit from the Consolidated Cash account (ZBA Account).
OMV PTA	This account is used in conjunction with the State Office of Motor Vehicles. City Court collects fees for the state for various charges, and the State removes the funds (ZBA account).
Sales Tax Revenue	Account into which incoming wire and ACH sales tax transmittals from vendors are deposited. Funds are transferred daily from this account to the Consolidated Cash Account (ZBA account).

UPIC	Incoming wires for grants, Department of Justice, any credits other than Sales Tax credits, etc. (ZBA account).
Digital Lock Box (EMS)	EMS established a lockbox service (ZBA account).
Parking Garage Revenue	Parking garage vendor credits flow through this account and credit to Consolidated Cash daily (ZBA account).

Because most of these accounts will be funded directly from the Consolidated Cash Account, the City-Parish expects the bank to provide some form of "Zero Balance Account" (ZBA) reporting facilities, whereby the bank will recognize the total balance of all accounts as an aggregate deposit total. There shall be no un-invested funds at the close of any business day, regardless of the account in which they are nominally deposited. In order to accomplish this, all City-Parish DDA's are interest bearing accounts. The bank must correct any errors it makes on City-Parish accounts within ten business days of notice of the error. All City-Parish requests for back-up information concerning deposits/credits and checks/debits must be received by the City-Parish within ten business days. The bank shall provide a copy of at least one check from the deposit when responding to requests for back up information necessary to identify a deposit.

Proposers must quote fees on a per account basis (estimated 45 accounts).

5.2 Account Analysis

The City-Parish must receive complete documentation relating to its account activity, including, but not limited to, volume information, "float" analysis, average balance information, including daily interest rates and interest earnings.

5.3 Account Debits

5.3.1 Checks Paid

The City-Parish regularly issues checks for payroll, vendor payments, and debt service among other payments. The checks are produced via a laser check printing process, and are MICR encoded with both the account number and check number; the City-Parish utilizes facsimile signatures printed by the City-Parish's check signing equipment.

Cleared check image files for the Payroll and Consolidated Cash Accounts must be returned to the City-Parish, either via Compact Disc (CD) or electronically via file transfer in bulk, and these images must remain accessible beyond the expiration of this contract. The software necessary to access the cleared check image files should allow for the querying, retrieving, and printing of cancelled checks (front and back). Any one-time startup costs associated with this process should be quoted. The bank must be able to provide this service.

The City-Parish issues approximately 4,000 checks each month.

5.3.2 Witness and Juror Fee Checks

The bank must provide the processing service for District Court and City Court Juror/Witness fee payments. All local banks, including the selected Fiscal Agency bank, will cash the payments upon presentation. A legal image of all cancelled checks cleared from the Juror Witness Fee Account is required as mentioned in the previous section (5.3.1) and as mentioned below in section 5.4.2. Monthly volume is estimated at 1,000 checks.

5.3.3 ACH Disbursements

The City-Parish currently processes various payments via ACH debit entries. Approximately 4,050 employees utilize direct deposit for payroll on a bi-weekly basis. Employee direct deposit and other ACH disbursement activity amounts to approximately 105,000 transactions annually or 8,775 monthly. The proposers shall make ACH debit blocking available on all accounts.

5.3.4 Debit Block Maintenance

The City-Parish currently has 40 accounts that use Debit Block Maintenance. The fee quoted should be on the monthly maintenance charge per account utilizing ACH Debit Block.

5.3.5 ACH Authorized ID

This charge is for each authorized ACH debit originator record on file. Currently, we authorize 11 entities for this service.

5.4 Account Reconciliation

5.4.1 Data Transmission - Checks Paid

The City-Parish performs a computer reconciliation of all City-Parish bank accounts. In order to facilitate this process, the bank must furnish the City-Parish with data on all checking transactions in a format specified by the City-Parish. The preferred method of transmittal is via a secure electronic connection both ways to the bank. Banks should fully explain their capabilities in this area. The City-Parish will make Information Services (City-Parish IT department) personnel available to members of the bank's Information Services Department to ensure that the bank's capabilities meet these requirements. Monthly volume is approximately 4,250 checks as follows:

Consolidated Cash Account	2,900
Payroll Account	100
Witness & Juror Account	1,000
	4,000

Proposers must provide information regarding their abilities to provide "positive pay" services for checks paid.

5.4.2 Monthly Check Imaging Charges

As required by Section 5.3.1, the City-Parish requires the bank to provide cleared check image files information for the Consolidated Cash, Payroll, and Juror Witness Fee Accounts. The proposer shall quote the applicable monthly per check charge here. The estimated monthly volume is 4,000 checks.

5.4.3 Imaged Check Per Account Charge

Pursuant to the requirements of Section 5.3.1 and 5.4.3, the Fiscal Agent Bank must provide cleared check image files of the prior month's cancelled checks either via Compact Disc (CD) or electronically. Currently, this activity is required for three accounts per month (Consolidated Cash, Payroll, and Juror Witness Fee Account).

5.4.4 Positive Pay Charges

The bank must provide the City-Parish with positive pay services on two accounts, the Consolidated Cash and Payroll accounts, and reverse positive pay on all others. Current monthly volume is approximately 3,000 transactions. The proposer shall quote prices as a per account charge and a per item charge.

5.5 Deposits

The proposer must report deposit location codes that are MICR encoded on deposit slips through online detail reporting and on the monthly statement.

5.5.1 Branch Credits Posted

The City-Parish averages approximately 5,500 deposits/credits per month on its accounts (including cleared checks). The quoted price must be on a per deposit/credit basis.

5.5.2 Coin and Cash Deposited

The City-Parish averages approximately \$5,000,000 of coin and cash deposited on a monthly basis. The quoted price must be on a per dollar basis.

5.5.3 Items Deposited - Local Clearing

The City-Parish deposits a fairly consistent volume of checks. However, there is an upward trend during the tax season, generally November through January. Approximately 5,000 checks deposited are written on banks in the greater Baton Rouge area. Therefore, these items are cleared through either a local clearing house or by other "direct send" methods. Proposers should assume that all checks are un-encoded when costing these items.

5.5.4 Items Deposited - Transit

The City-Parish clears approximately 14,000 checks per month through the RCPC (Regional Check Processing Center). Proposers should assume all checks are un-encoded when quoting prices.

5.5.5 Remote Deposit Capture

The City-Parish has six scanners located in various departments. Proposers must quote a monthly cost in this section. The proposer shall include any hardware, software, or other implementation costs.

5.5.6 ACH Receipts

The City-Parish receives various payments from sales tax and federal grants via ACH entries. Currently, these average about 1,100 per month. The proposer should use this estimate when quoting a price.

5.5.7 Tamper Evident Bags

The bank must provide 375 Regular (clear) tamper evident bags per month and an additional 130 special 10 x 19 heavy-duty tamper-proof bags. If the bank proposes a charge for this service, the change must be noted in this section.

5.5.8 Banking Center Services - Branch Orders

There are numerous departments responsible for collecting money, and those departments will need access to currency and coins. The bank branches must be able to provide, at any given time, rolled coins and/or strapped currency.

5.5.9 Vault Services

The proposer must provide vault services for deposits such as an armored carrier and coin and currency orders processed through the vault. This service shall be made available for each department at its discretion. Several departments will take advantage of making standard and nonstandard note deposits as well as coin deposits in standard coin bags and partial/mixed bags.

5.6 Stop Payments

Periodically the City-Parish places stop payments on previously issued checks. The proposer must provide a quote for this service based on an average monthly occurrence of 38 stop payments. The bank's online system must allow City-Parish personnel to place and verify stop payments via computer.

5.7 Returned Checks

Each month, approximately 60 items are returned due to "insufficient funds," "account closed," etc. The bank will automatically re-run the items deposited into the Consolidated Cash account once, before returning them to the City-Parish. The bank will return checks deposited into the Service Fee account to the City-Parish (not to be redeposited). The City-Parish estimates that 30 checks will require redepositing before return and 30 will not require redeposit before return. The bank must provide returned check advices with each monthly statement and must reflect the name of the check issuer on each advice.

5.8 Wire Transfers

The City-Parish engages in a number of investment transactions which require wire transfer support (both incoming and outgoing). The greatest volume of wire transfer transactions will be directly related to the City-Parish's investment activities. The City-Parish requires that the successful proposer be "on-line" with the Federal Reserve Bank. In addition, the bank must provide the City-Parish with the capability to initiate and monitor all of its wire transactions electronically via the bank's online system with appropriate safeguards. The City-Parish must receive timely (same workday or by 9:00 a.m. following workday) online notification of the transactions. The City-Parish processes an estimated 50 wires per month with an occasional wire amount of up to \$30,000,000.

In addition, the City-Parish receives a number of "wired-in" intergovernmental fund transfers, and pays some of its debt service expenses by outgoing wire transfer. The City-Parish must receive hard-copy documentation for transfers within two work days.

The City-Parish has pre-established wire transfer instructions for each of its wire transactions. The bank must be able to accommodate these type of transactions.

The "Bid Response Form" requires that the proposing bank designate its charges for both incoming and outgoing wires. Additionally, the bank must fully explain its capabilities for wire transaction limits, availability of online reports for wires, and availability of online history of wire transactions.

5.9 Safekeeping and Collateral Pricing Services

5.9.1 Safekeeping Services

The bank must provide safekeeping facilities within which to hold various U.S. government securities.

In all cases, the bank must verify "good delivery" of securities before releasing funds by wire transfer. The City-Parish will have up to 30 government securities in its portfolio at any given time. Monthly purchases of government securities will average one to three pieces.

When the City-Parish purchases government securities, it will provide its bank with specific instructions to pay precise dollar amounts versus receipt of the specific securities which it has purchased (Payment vs Delivery).

Finally, all purchased securities, or securities held for safekeeping shall be held in trust and the City-Parish must receive a monthly trust statement at the end of every month.

An example of the procedure for safekeeping services is below. The bank's function in safekeeping is in *italics*.

Example: The Council Administrator-Treasurer's office purchases a \$20,000,000 government security through a bid process.

The City-Parish notifies the *Trust Department* by email of the transaction which will include the financial institution awarded the government security, the account number given to the City-Parish by the financial institution, and the security amount.

The financial institution that is awarded the government security will send a trade ticket to the City-Parish which includes information on the purchased security.

The City-Parish will then notify (currently by email) the *Trust Department* with all the pertinent information (Purchase Price of the Treasury, CUSIP #, date of transaction, date of maturity, length of Treasury, Delivery Instructions and the Financial Institution).

The Trust Department must notify the City-Parish that all necessary information was received or if any additional information is needed to complete the transaction.

Once confirmed, the Bank (Trust Department) will take the Purchase Price (est. \$19,365,000) out of our Consolidated Cash Account and deliver to the financial institution (settle for trade). The City-Parish fiscal agent bank should notify the City-Parish upon settlement of trade. This security should then appear on the monthly trust statement which the City-Parish will reconcile.

There are times when the City-Parish uses securities in trust to pledge as collateral. The City-Parish will send the trust department a directive to deliver free or receive free one or more of these securities.

The bank shall comply with the definition of United States Code, Title 11, and Section 101 (39).

5.9.2 Collateral Pricing Services:

Proposals responding to this RFP for banking services must include a section addressing the needs of the City-Parish with regard to the valuation of investment securities pledged by financial institutions to secure the public deposits of the City-Parish. The City-Parish maintains both demand deposit accounts (DDAs) and certificate of deposits (CDs) that require pledged collateral. The City-Parish must receive a month-end report that lists all securities pledged to secure City-Parish funds and shows the current market values of those securities. The City-Parish will provide information to the fiscal agent bank that will allow the bank to update its records in order to provide an accurate list of securities.

The type of investment securities which are received as collateral include U.S. T-Bills, U.S. T-Notes, U.S. T-Bonds, and obligations of U.S. Government Agencies, including mortgage backed securities issued by U.S. Government Agencies, i.e. Federal Home Loan Bank bonds, Government National Mortgage Association bonds, and a variety of Federal Farm Credit bonds. Please note that Letters of Credit and CMOs **are not** permitted to be used as collateral. The expected initial number of investment securities to set up is 25-30 with an anticipated turnover of approximately 1-3 per month. Proposers must note the pricing sources that they intend to utilize to provide the month-end values (e.g. Interactive Data Corp or Bloomberg). Proposers are required to use nationally known pricing services rather than in-house estimations. The bank must provide month-end valuation reports to the City-Parish no later than ten days following month-end. The report must include at a minimum the CUSIP number, Book Value (assumed to be par in all cases), and the Market Value.

Any bank which holds City-Parish demand or time deposits must pledge securities that have a market value in an amount which is no less than 103% of the aggregate total of the City-Parish's deposits, (principal plus interest) within one business day. The market value must be verifiable in a national securities index, register or publication to the satisfaction of the City-Parish. The bank and any third-party custodian must execute all necessary pledge agreements that are necessary to properly perfect a pledge of assets to secure the City-Parish. The City-Parish's Investment Policy limits pledged securities to U.S. T-Bills, U.S. T-Notes, U.S. T-Bonds, and obligations of U.S. Government Agencies, including mortgage backed securities issued by U.S. Government Agencies, i.e. Federal Home Loan Bank bonds, Government National Mortgage Association bonds, and a variety of Federal Farm Credit bonds.

5.10 Online Data Communication

The bank must provide the City-Parish with access to account balances and transaction data through an online communications system. This should allow viewing access to all accounts under this contract and should be at least available during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), with a preference for 24/7 access. As mentioned above, other features of the system should include placing and verification of stop payments, transmission of checks paid files, initiation of wire transfers, and ACH "direct deposit" transmissions. Currently, online account information is available to the Treasurer's Office, Finance Department, and the Personnel/Payroll department has access to ACH origination and direct deposit facilities. All of these offices utilize web-based applications to facilitate this connection and all proposers must provide a web-based application for the next contract period. The bank should also provide the City-Parish with the ability to view cancelled checks online as well.

The proposer must provide information regarding the computer hardware and software required to utilize this service and the account data and services that will be available from this access. In addition, security of information and input capabilities should be regulated by individual passwords. The bank must include the monthly charge for this service and any one-time startup costs should be quoted. Banks are urged to schedule a time to observe the features currently available.

5.11 Credit Card Processing

The City-Parish currently allows citizens to pay for some fees by credit card. These include, but are not necessarily limited to, fees for building permits, City Court traffic fines, and certain services provided by the Airport and Animal Control. Consequently, the fiscal agent bank must provide credit card processing facilities. Monthly averages for the Permit Office, City Court, Airport and Animal Control are as follows:

	<u>Average Monthly Sales</u>	<u>Average # of Transactions</u>	<u>Average Charge</u>
DPW Permit/Inspect	\$147,485	1,120	\$ 130
City Court	\$251,440	1,885	\$ 135
Animal Control	\$ 12,820	120	\$ 105
Airport	\$ 20	2	\$ 10
Planning Commission	\$ 5,806	23	\$ 252

The bank must be able to segregate and bill the five departments' transactions separately.

Please note that included in the City Court, Planning Commission, and DPW data are credit card transactions transmitted over the internet.

The City-Parish owns the credit card equipment currently in use at the City Court location and the Permit Office location. If there will be a monthly lease rate for any credit card equipment, the bank must quote that rate as well as the purchase price of comparable equipment. Any one-time costs such as re-programming costs should be quoted in section 5.16.2 below.

5.12 Direct Deposits

The City-Parish offers a direct deposit option of payroll checks to its employees. Currently, approximately 4,050 employees utilize direct deposit. The City-Parish is on a bi-weekly payroll cycle. This translates into roughly 8,775 ACH transactions per month (see section 5.3.3).

The City-Parish currently utilizes a PC based ACH program to transmit all employee direct deposit information and wishes to continue this process (see section 5.10). All processing of ACH entries are done in accordance with NACHA rules. The bank must describe an alternate file submission procedure to be used for timely input in the event the PC based system fails.

The City-Parish will deliver to the bank transaction data for credits by 2:00 p.m., two business days prior to the effective transaction date. In the City-Parish payroll cycle, this means data will usually be transmitted prior to 2:00 p.m. on every other Wednesday in order for employees to have access to their funds on the following Friday morning.

5.12.1 - Rejected Item Charges

Currently, the City-Parish utilizes verification procedures that have eliminated returned or rejected item charges. For verification purposes, Pre-notes are processed on each payroll when there is a new employee set up or when account information is changed for an existing employee. However, it can be assumed that situations will occur in the future that will cause these charges to be applicable. For analysis purposes, proposers should assume an average of 30 rejects per month.

5.12.2 - ACH Reversal Charges

Periodically it may be necessary for the City-Parish to request a reversal of an ACH posting either by telephone or online. For analysis purposes, proposers should assume an average of 1 such request per month.

5.13 Lockbox - EMS

EMS currently uses a lockbox service due to the quantity of payments being made on the large number of patient accounts. The lockbox allows EMS patients to mail payments directly to its location allowing payments to be received and posted to their account more efficiently. Payments can be made in the form of cashier's check, money order, or personal check. The City-Parish's current third-party billing company displays the lockbox's address as the payment address on the invoices to make sending payments more convenient for the patients.

5.14 FDIC Insurance Fees

The average collected balance for all accounts currently is approximately \$45,000,000. If the bank charges for FDIC insurance, the bank should base the monthly charge based on an average collected balance of \$45,000,000.

5.15 Cash Investment Services

The bank selected by the City-Parish will be required to provide a mechanism with which the City-Parish can earn interest on all cash balances which are not currently invested in other investment securities. The bank will be required to establish interest-bearing accounts and to aggregate and invest the closing collected balances of all accounts at the end of each business day.

The interest rate paid on certain accounts must be directly tied to a verifiable, published floating interest rate. The City-Parish requires that the interest rate for Super Now accounts be, for the current month, the prior month's average 91-day Treasury Bill rate as quoted on the Federal Reserve website located at <http://www.publicdebt.treas.gov/AI/OFBills> utilizing the "Investment Rate Percentage" column, (360-day basis) plus or minus the bank's quoted adjustment. Interest is to be accrued daily and paid monthly. For analysis, we will use the June 2021, 91 T-Bill rate.

The bank must maintain a portfolio of U.S. government securities to collateralize deposits. The City-Parish requires collateralization levels of 103% in the City-Parish Investment Policy.

The fiscal agent shall maintain a daily record of account balances, interest rates in effect, and interest earned. The bank must forward this information to the City-Parish on a monthly basis along with the monthly account statements, canceled checks, and all other required reports and information.

5.16 One-Time Charges

5.16.1 Online Data Communications

Any one-time charges associated with the installation, training, software, hardware, etc. of the online systems required in the locations mentioned in section 5.10 should be detailed here. Any quoted costs should include future software upgrades.

5.16.2 Credit Card Processing

Credit card processing equipment costs should be quoted here along with any other start up or one-time charges.

5.16.3 Other One-Time Charges

Any other one-time charges anticipated by the bank should be quoted under this section. Please explain the nature of the charges in detail.

5.17 Other Proposed Options

5.17.1 Deposit Slips

The fiscal agent must supply an adequate number of deposit tickets for City-Parish use. The tickets must contain deposit location codes that are MICR encoded on the deposit slips as mentioned in Section 5.5. If there is a charge for such tickets, it should be quoted under Item 5.17.1 of the "Bid Response Form." The City-Parish reserves the right to purchase deposit tickets from another vendor.

5.17.2 Coin Sorting and Counting

The City-Parish collects approximately \$7,500 per month in coins from its parking garage and parking meter operations. The City-Parish has coin counting equipment on hand to process these collections. Current practice is for the City-Parish to sort coins by denomination and to prepare a deposit slip for the amount counted. This equipment has been very reliable; however, price quotes are requested for the bank to perform these services should the City-Parish equipment not be available. The bank would be required to receive, sort, and count coins as presented in a standard coin collection canister in the presence of a City-Parish representative.

6. Additional Information and Other Requirements

Regulation Notices

The Fiscal Agent bank will notify the City-Parish in writing within ten days of any changes in Federal or State regulations or laws that would thereafter affect the fiscal agent agreement. The Bank shall also notify the City-Parish of any new services that become available to the City-Parish throughout the contract period.

Account Balances

The bank shall make available to the City-Parish, prior to 10:00 a.m. each business day, "opening available" balances for all accounts from the previous working day.

Bank Statements

The bank must provide bank statements to the City-Parish within ten working days after the end of each calendar month. The statement must include deposits posted on the last banking day of the month. The bank must transmit checks paid data to the City-Parish within five working days after the end of each calendar month.

Right to Audit Records

The Fiscal Agent Banks's records relating to City-Parish accounts shall be open to review by either City-Parish internal auditors, Treasurer's Office employees, or appointed independent auditors during normal business hours.

Financial Reports

In accordance with the City-Parish Investment Policy, the bank will be required to submit a copy of its current audited financial statements. Annual updates will likewise be required.

Bank Failure – Unfavorable Rating

Should the bank fail, close, or be forced into reorganization during the term of this contract, the City-Parish reserves the right to re-bid for a fiscal agent. Also, if, in the sole judgement of the City-Parish, a bank demonstrates any likelihood of its inability to comply with any provision of this agreement or demonstrates any financial or managerial instability, that bank can be excluded from this selection process, or the contract can be re-bid. Likewise, should the bank's rating, as determined by Standard and Poor's, Inc. fall below the investment grade minimum (BBB-) during the term of this contract, the City-Parish reserves the right to re-bid for a fiscal agent. Should Standard and Poor's, Inc. reports become unavailable, the Treasurer may select a replacement rating agency and corresponding rating qualifications. Quarterly reviews will be conducted utilizing Standard and Poor's, Inc. data as well as other bank rating services.

Administrative Monitoring

City-Parish personnel will periodically monitor the fiscal agent contract, concentrating on contractual matters, such as:

1. Satisfactory and timely documentation of account activities;
2. Compliance with contractual "per item" charges;
3. Demonstration of collection processes which agree with the collection schedule which has been furnished to the City-Parish;
4. Reasonability tests on stated service volumes;
5. Compliance with the City-Parish's safekeeping requirements;
6. Compliance with interest rate determination methodology;

7. Analysis of the contractual suitability of all bank charges. Typically, the City-Parish will reject any charges not quoted in the original bid proposal, such as non-bid inter-account transfer fees, unannounced data processing charges, etc.; and,
8. The bank will invoice the City-Parish for monthly services at the time monthly statements are made available. The City-Parish will audit the invoice, and then authorize payment to the bank in a timely manner. The City-Parish will not allow the bank to automatically debit the City-Parish's account for these charges. Please submit a sample of the monthly account analysis statement that will be utilized for the City-Parish's accounts. Terminology used on these statements must be consistent with that used in this RFP.

Overdrafts

The City-Parish does not intend to have a net overdraft position for all accounts throughout the contract term. An overdraft is considered to be a negative balance in the City-Parish's accounts collectively, not on an individual account basis.

Location of Fiscal Agency Bank

For the convenience of the City-Parish, we require that the Fiscal Agency bank have its main office or a full-service branch located within four miles of City Hall, at 222 St. Louis Street, Baton Rouge, Louisiana.

Community Reinvestment Act Rating and Community Reinvestment Plan

All proposing banks shall supply their most recent Community Reinvestment Act (CRA) rating and their Community Reinvestment Plan to the City-Parish. A CRA rating of "Satisfactory" shall be required.

Organization

Pursuant to Louisiana Revised Statute 39:1213, the fiscal agent bank with which funds are deposited shall be a stock-owned federally insured depository institution organized under the laws of this state or of any other state of the United States, or under the laws of the United States, as may be selected by the depositing authority under the provisions of this chapter.

Items Not Covered by the Banking Services RFP

The RFP specifically excludes investment and underwriting facilities, other than requiring those banking services which are essential to investment and banking activities. The following narrative is designed to familiarize the bank with the City-Parish's day-to-day procedures, as well as underlying policies.

The City-Parish maintains an investment portfolio of approximately \$1,000,000,000.00, invested in a mix of instruments as defined by the City Parish's Investment Policy and as allowed by Louisiana statute. Decisions regarding the types of prospective investment securities to be purchased are made by the Treasurer's Office, based upon evaluation of rates, liquidity, and the reliability of cash-flow forecasts. The City-Parish reserves the right to invite bids on their time certificates of deposit from all banks and building and loan or homestead corporations domiciled within East Baton Rouge Parish.

A copy of the City Parish Investment Policy is included at the back of this RFP. The bank should review it in its entirety in order to ensure that it can properly support the City-Parish's objectives.

Other Service Proposals

Proposers are encouraged to include any additional services they feel may be advantageous for the City-Parish to use. However, these additional services will not be used in the quantitative analysis of the proposals submitted.

7. Evaluation and Selection

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer. Each Proposer should address within the proposal how the firm will meet all of the requirements of this RFP.

Upon receiving the proposals and following administrative review by the Division of Purchasing, the evaluation committee will evaluate responsive RFP submissions and provide an assessment. The evaluation process will be completed as follows:

1. An initial review and qualification of respondents will be conducted based on the financial information submitted including evaluation of the bank utilizing the first quarter Standard and Poor's, Inc ratings. The City-Parish will only further evaluate responses that have a rating of investment grade minimum (BBB-) or above. Additionally, banks having a CRA rating below satisfactory will not be considered.
2. Bids will be reviewed for completeness and general adherence to the requested format for presentation of proposals.
3. Willingness to respond positively to the City-Parish's interest in the optional services outlined will be evaluated.
4. The "Total Overall Cost" of each proposal will be determined using the completed response forms.

Cost Evaluation

The evaluation committee will then evaluate responsive proposals on cost. Pricing will be evaluated by all costs, inclusive of the maximum fee for all services and by all other costs, if any, proposed by the Proposer.

The successful bidder will be the bank that has the lowest total overall cost. Prices proposed shall be firm but subject to negotiation.

Additionally, the evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;
- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

The City-Parish reserves the right to reject any or all proposals and reissue the RFP should it be deemed in the City-Parish's best interest to do so.

8. Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability 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 highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

9. 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 the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFP, any addendums, and the proposal of the selected Proposer 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 the 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 the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored 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.

10. Ownership

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

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. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

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

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

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

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

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – “**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.

11. Legibility / Clarity

Responses to the requirements of this RFP in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should 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 are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

12. Effects

The City-Parish is not responsible for any cost associated with RFP development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

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

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**]
BANKING SERVICES 2027-2031.

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 the Purchasing Division.

Deliverables

The deliverables and structure listed in “Attachment A” are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Acceptance

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.

The City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

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

Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

Order of Precedence

In the event of an inconsistency between the contract, the RFP, and/or the Proposer'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 Proposer's proposal.

13. Required Attachments with Proposal

In addition to the proposal, Proposers are required to complete and submit the following attachments contained within this RFP:

- "Attachment B" Proposal Forms
- "Attachment B-1" BANKING SERVICES BID RESPONSE FORM – **This attachment should be included with the cost/financial section of the proposal and submitted in a separate, sealed envelope.**
- "Attachment E" Certification

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- "Attachment C" Insurance Requirements

*****Additionally, proposers should include the following proposer-provided attachments in its proposal:

- A sworn statement of financial condition, as shown by the proposing bank's books at the close of business on (or after) March 31, 2026.
- A copy of the bank's clearing schedule demonstrating the maximum clearing times for deposit items, specifically defining various cut-off times, and describing any available clearing alternatives.
- A copy of the most recent CRA rating.

The bank will provide the following prior to the final contract award, but are not are not required to be submitted with the proposal.

1. A completed "Master Collateral Agreement."
2. A completed "Master Repurchase Agreement."
3. A completed "Custodial Agent Agreement."
4. A completed "Wire Transfer Agreement."
5. A completed "ACH Origination Service Agreement"

Completion of the above five items is subject to bank review and negotiations.

14. Sample Agreement

The City-Parish supplies a sample professional services agreement in "Attachment D."

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP.

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).

By responding to this RFP, the Proposer agrees to the City-Parish's required Contract Terms and Conditions as provided in "Attachment D" and therefore waives any future right to contest the required provisions.

15. Taxes

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

16. Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation.

Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Submission Documents

Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [**Original**] **BANKING SERVICES 2027-2031**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **BANKING SERVICES 2027-2031**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **BANKING SERVICES 2027-2031**, and one (1) redacted copy of the proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFP number, RFP name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
Containing a summary of Proposer's ability to perform the services describe in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

4) **Proposal's Contents**

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

- a) Proposer Background & Experience
- b) Financial Strength and Stability of the Firm
- c) Service plan/defined processes fulfilling RFP requirements
- d) Other related services
- e) Required Attachments (Not including Attachment B-1)
- f) Proposer's fees and other costs (including Attachment B-1) **This section of the proposal should be separated from the rest of the proposal and placed in a separate, sealed envelop marked "Fees & Other Costs."**

17. Potential Period of Agreement

The potential term of any contract resulting from this solicitation may encompass the calendar years of 2027, 2028, 2029, 2030, and 2031.

18. 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. Protests with regard to the specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFP responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

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 contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may 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.

19. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award.

Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

20. Errors and Omissions in Proposal

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

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

21. Waiver of Administrative Informalities

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

22. Minimum Scope of Insurance

The successful Proposer 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 prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

23. Corporation Requirements

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer 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 Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer 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 the City of Baton Rouge, Parish of 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.

24. Proposer Responsibilities

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

25. Use of Sub-contractors

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer 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 Proposer 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 Proposers are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the Prime Proposer 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 Proposer shall assume total responsibility for compliance.

26. Civil Rights Compliance

The Proposer 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, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or 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 Proposer, 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.

27. Governing Law

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

28. Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

29. Liability & Risk Management

Insurance

The successful Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

30. Written or Oral Discussions / Presentation

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

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

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

31. Payment for Services

The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice the City-Parish upon final delivery and acceptance of the completed actuarial valuation report. Payments will be due within thirty (30) days of receipt of the invoice.

32. Termination

Termination for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Proposer 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 Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer 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 Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Termination for Lack of Appropriated Funds

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

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

Termination for Convenience

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

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

33. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

34. Funds Use

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

35. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

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

36. Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

37. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

38. Use of City-Parish's Property

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

39. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

40. Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

41. Federal Clauses

The following clauses are mandatory if Federal Funds are utilized.

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

Equal Employment Opportunity

During the performance of this Agreement, the Proposer agrees as follows:

- The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer 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 Proposer 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.
- The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Proposer 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 Proposer's legal duty to furnish information.

- The Proposer 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 Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Proposer 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.
- The Proposer 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.
- In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement 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 Proposer 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.
- The Proposer 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-contractor or vendor. The Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer 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 Proposers and sub-contractors 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 Proposers and sub-contractors 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.

Davis-Bacon and Copeland Anti-Kickback Act

The Proposer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Proposer is 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, the Proposer is required to pay wages not less than once a week.

The Proposer shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Proposer is 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.

Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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 unsanitary, 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.

Rights to Interventions 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 Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

The Proposer is required 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 the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Proposers that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Procurement Recovered Materials

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the 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 item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

ATTACHMENT A
NEEDED SERVICES & DELIVERABLES
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFP number, RFP name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
Containing a summary of Proposer's ability to perform the services describe in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer Background & Experience
 - b) Financial Strength and Stability of the Firm
 - c) Service plan/defined processes fulfilling RFP requirements
 - d) Other related services
 - e) Required Attachments (Not including Attachment B-1)
 - f) Proposer's fees and other costs (including Attachment B-1) **This section of the proposal should be separated from the rest of the proposal and placed in a separate, sealed envelope marked "Fees & Other Costs."**

ATTACHMENT B
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **September 16, 2026, at 2:00 P.M.**, local time, at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
Baton Rouge, LA 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

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

BANKING SERVICES 2027-2031

As set forth in the following Contract Documents:

- (1) Notice to Proposers
- (2) The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
- (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 this Request for Proposal, 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 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 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

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 Proposer 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 the lump sum are to be included with the proposal submittal.

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

(Signature)

(Typed Name)

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

ATTACHMENT B-1 BANKING SERVICES BID RESPONSE FORM

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

***This form should be incorporated into the cost/financial portion of the proposal which should be sealed in a separate envelope marked "Proposed Costs & Fees."**

The financial proposal shall include any and all costs the Vendor 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 detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to, **Labor & Staffing; Services, Procedures, & Products; and All Other Elements of Cost.**

MINIMUM REQUIRED SERVICES			
ACTIVITY	ESTIMATED MONTHLY VOLUME	SINGLE UNIT COST (\$)	TOTAL MONTHLY COST (\$)
5.1 Account Maintenance	4		
Account Maint. Int.	40		
Audit Confirmations	29		
Post No Check Main	26		
Credit Posted – Electronic	2		
Debit Posted – Electronic	2		
Cash Concentration			
Maintenance Master	1		
Cash Concentration			
Maintenance Sub (ZBA)	7		
5.2 Account Analysis Statement	1		
5.3 Account Debits			
5.3.1 Checks Paid	3000		
5.3.2 Witness Fee Checks	1000		
5.3.3 ACH Disbursements			
a. Debit Received	76		
b. Credit Originated	8775		
c. Addenda Record Originated	115		
5.3.4 Debit Block Maintenance	24		
5.3.5 ACH Authorized ID	11		
5.4 Account Reconciliation			
5.4.1 Partial Recon Item	4000		
a. Partial Recon Maintenance	3		
b. Output File	3		
c. Manual Keyed Items	2		
5.4.2 Check Imaging / Per Item	4000		
a. CD Rom Disc	2		
b. CD Rom Main.	2		

5.4.3 Positive Pay			
a. Payee Name Verification Items	570		
b. Maintenance	3		
c. Check Exception Return	2		
d. Monthly Transactions	3200		
5.5 Deposits			
5.5.1 Branch Credits Posted	5500		
5.5.2 Coin and Cash Immediate Verification	5000000		
a. Post Verification	150000		
b. Branch Coin – Partial / Mixed Bag	9		
5.5.3 Items Dep. – Local Clearing	5000		
5.5.4 Items Dep. – Transit	14000		
5.5.5 Remote Deposit Capture			
a. Per Acct. Fee	6		
b. Per Scanner	6		
c. Per Item Dep	7000		
5.5.6 ACH Receipts	1100		
a. ACH Debit	6332		
b. EDI Monthly Main.	1		
c. EDI Advice (1 st Page / EDI Advice)	21		
d. EDI Advice (Additional Pages)	22		
5.5.7 Tamper Evident Bags			
a. Regular (Clear)	375		
b. Special 10 x 19 Heavy Duty	130		
5.5.8 Branch Order – Coin Roll	35		
a. Branch Order – Currency	65		
b. Branch Order – Processed	30		
5.5.9 Vault Services			
a. Vault Deposit	92		
b. Standard Strap – Note	92		
c. Non-Standard Strap – Note	3145		
d. Partial or Mixed Bag	86		
e. Standard Coin Bag	3		
f. Adjustment	11		
5.6 Stop Payment (Electronic)	38		
a. Stop Pay Automatic Renewal	38		
5.7 Returned Checks	30		
a. Redeposited	30		
5.8 Wire Transfers			
a. Incoming	6		
b. Outgoing	50		
c. Book Transfer	12		
d. Bank Initiated Wire	1		
5.9 Safekeeping / Collateral Pricing Services			
5.9.1 Safekeeping Services	30		
5.9.2 Collateral Pricing Services	55		

5.10 Online Data Communications			
a. Client Maintenance	1		
b. Maintenance # Accounts	45		
c. Transactions Reported (45-day history)	7554		
d. Account Transfer Item	50		
e. ACH Online Module	1		
f. Check Module Fee	1		
5.11 Credit Card Processing			
Administrative Fee	1		
Equipment Rental Fee	1		
Purchased (See section 5.16.2)			
Processing Fee	417571		
Total # of Units	14		
5.12 Direct Deposits			
5.12.1 Return Item	30		
a. Notification of Change	20		
b. Return Notification (online)	30		
c. Notification of Change (online)	20		
5.12.2 Deletion / Reversal	1		
5.13 Lockbox Services			
Lockbox Main.	1		
Wholesale Item	1143		
Non-processable Item	2		
No Check Item	281		
Check Clearing	1143		
Incoming Courier Package	2		
Cash Processing	1		
Check MICR Capture	1143		
Paper Delivery Prep	2		
Outgoing Package Prep	1		
Postage	2		
Document Item Capture	3604		
Web Browser Maintenance	1		
Long-term Storage – Check	1143		
Long-term Storage – B&W DOC	3604		
Deposit Preparation	21		
Return Item Maintenance	1		
5.14 FDIC Insurance Fees (Average Balance)	45000000		
SUBTOTAL 1			

ACCOUNT SERVICES INFORMATION

Can the bank provide some type of Zero Balance Account system which will allow the City-Parish to aggregate all or part of its bank account balances for investment purposes?

Yes or No? _____

The daily interest rate paid on all "Interest Bearing" accounts will be the previous month's average 91-day Treasury Bill rate as quoted in the Wall Street Journal (360-day basis) plus or (minus) %. Reserve requirements, if any, applied to average ledger balances prior to calculation of interest are _____ %.

SUBTOTAL 2 (Average Ledger Balance X variance listed above.) _____

ACTIVITY	ESTIMATED MONTHLY VOLUME	SINGLE UNIT COST (\$)	TOTAL COST (\$)
5.16 One-Time and Additional Charges			
5.16.1 Online Data Communication	1		
Other	1		
5.16.2 Credit Card Processing			
Equipment Purchase Cost	1		
New Merchant Terminals	14		
Other	1		
5.16.3 Lockbox Implementation Costs			
Lockbox Development Costs			
5.16.4 Remote Deposit Capture			
New Scanners			
Other Implementation Costs			
5.16.5 IT Costs for Implementation			
5.16.6 Other – Specify			
*Any additional charges not specified in			
RFP should appear above.			
SUBTOTAL 3			

MINIMUM SERVICE, ACCOUNT SERVICES, AND ONE-TIME COSTS

SUBTOTAL 1 \$ _____

SUBTOTAL 2 \$ _____

SUBTOTAL 3 (Divided by 24 months) \$ _____

***TOTAL MINIMUM MONTHLY COST** \$ _____

*This total will be used as the "Total Overall Cost" in the evaluation of the respective proposals.

<u>OPTIONAL SERVICES</u>			
ACTIVITY	ESTIMATED MONTHLY VOLUME	SINGLE UNIT COST (\$)	TOTAL COST (\$)
5.17.1 Deposit Slips	1000		
5.17.2 Coin Sorting & Counting	200		
(Unit price per \$100)			

OTHER SERVICE PROPOSALS

Please include your bank's suggestions for additional services which will enhance the City-Parish's cash management system.

ATTACHMENT C INSURANCE REQUIREMENTS

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. **NOTE: These limits and requirements may change on solicitation 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 be 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: Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal. Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.

ATTACHMENT D
SAMPLE CONTRACT
BANKING SERVICES 2027-2031
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 2026, by and between the City of Baton Rouge, Parish of East Baton Rouge, herein _____ referred to as _____ City-Parish, and _____, herein referred to as "Proposer."

Proposer shall provide professional services as described herein for **BANKING SERVICES 2027-2031**.

Proposer agrees to proceed, upon written notice of the Purchasing Division, 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 services required hereunder will be performed by Proposer 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 Proposer for this project shall be as follows:

The Scope of Services are as defined per the RFP, attached, and made a part of this agreement.

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) Proposer change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, if any, Proposer 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 Proposer or their representatives at conferences and public hearings, are to be furnished at the expense of Proposer.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Proposer without charge all information which it has in its files which may be useful to the Proposer in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Proposer agrees to accept compensation for the professional services to be performed under this contract, at the rates agreed, attached, and made a part of the contract.

The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice the City-Parish upon final delivery and acceptance of the completed actuarial valuation report. Payments will be due within thirty (30) days of receipt of the invoice.

CONTRACT TIME: The term of this contract is as reflected in Section 17 of the associated Request for Proposal, *Potential Period of Agreement*.

COMMENCEMENT OF WORK: No work shall be performed by Proposer and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Proposer and all required approvals are obtained.

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

OWNERSHIP OF DOCUMENTS: The Proposer shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, and activities. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer 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 Proposer to City-Parish, at Proposer's expense, at termination or expiration of this contract.

The Proposer shall maintain all records related to this agreement for a period of at least five (5) years after contract this contract ends.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the Proposer 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 Proposer written notice specifying the Proposer's failure. If within 30 days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer 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 Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer 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 30 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 30 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.

TERMINATION FOR LACK OF APPROPRIATED FUNDS: The City-Parish may terminate this agreement for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. For services funded by grants, the City-Parish shall have the right to terminate the contract or any issued task order for which funding is terminated.

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: Proposer 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. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Contractors 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: Proposer 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. Proposer 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.

CONFLICT OF INTEREST AND LOUISIANA CODE OF ETHICS: In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>).

As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

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

INDEMNITY: Proposer 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 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.

Proposer, 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 Proposer, its agents, or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

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

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

CIVIL RIGHTS COMPLIANCE: The Proposer 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, and the Americans with Disabilities Act of 1990. Proposer 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 Proposer, 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, Proposer shall comply with the Federal Requirements. Proposer 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 Proposer'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 and records directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

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

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

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the City-Parish and made available to the Proposer in order to carry out this contract, shall be protected by the Proposer 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 Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer'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 Proposer 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 Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

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

ORDER OF PRECEDENCE: The Request for Proposal (RFP), dated _____, and the Proposer'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 Proposer'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 Proposer'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 Proposer have executed this contract effective as of the date first written above.

WITNESSES

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

BY: _____

[Name], Mayor-President

Date:

(Service Provider company name)

BY: _____

[Name & Title]

Date:

Approved:

Approved:

[Name & Title]
Department of Finance

[Name & Title]
Office of the Mayor-President

Approved as to form:

Office of the Parish Attorney

ATTACHMENT E
CERTIFICATION
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

The proposer certifies that the financial institution has read this Request for Proposal and the City-Parish Investment Policy, and will adhere to its objectives:

Signature of Bank Officer

Title

ATTACHMENT F
CITY-PARISH INVESTMENT POLICY
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

**ATTACHMENT G
AFFIDAVIT**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____ receiving value for services rendered in connection with 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 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 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

day of _____

ATTACHMENT H PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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 SHOULD BE SUBMITTED WITH BID**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

ATTACHMENT I 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, Parish of East Baton Rouge, Louisiana.

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 of Baton Rouge, Parish of East Baton Rouge, Louisiana, 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

ATTACHMENT J

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.

ATTACHMENT K

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.

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

NOTE: THE FOLLOW 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 Submitter 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.

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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 M
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 will continue for a three year term.
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.
5. 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. **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. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - viii. 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:
- b. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. 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: _____

ATTACHMENT N 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 (RFQ) 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)