



**ST. JOHN THE BAPTIST PARISH
PURCHASING & PROCUREMENT DEPARTMENT
1811 W. Airline Highway
LaPlace, LA 70068**

**REQUEST FOR PROPOSALS (RFP)
FISCAL AGENT**

Proposal No. RFP.2021.04

Closing Date: April 22, 2021 at 9:45 A.M. Local Time

SUBMITTALS

Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the exact closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP Fiscal Agent".

Publish:
L'Observateur:
March 31, 2021
April 7, 2021
April 14, 2021

FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:

Peter Montz, Purchasing & Procurement Department

Phone: (985) 652-9569

E-mail: p.montz@stjohn-la.gov

QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 3:00 P.M. April 16, 2021.

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Proposer or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other Proposer(s) or person(s).

In order to induce the Parish to consider this proposal, the Proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to St. John the Baptist Parish, and Proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to St. John the Baptist Parish.

Please type or print legibly the information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ E-mail Address: _____

AUTHORIZATION TO PROPOSE (must be signed):

By: _____
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____

REQUEST FOR PROPOSALS

Fiscal Agent

BACKGROUND

St. John the Baptist Parish Baptist (herein referred to as "Parish") is accepting Proposals for a Fiscal Agent for the time period of four years. To be a qualified Proposer, the Bank must have at least one branch located in LaPlace where all transactions related to this Proposal may be conducted. The Bank may possess either a State or National charter.

The RFP package includes the following:

1. Required Signature Page for Proposals
2. General Terms and Conditions
3. Corporate Resolution
4. Certificate of Authority
5. Past Criminal Convictions of Bidders Attestation
6. Non-Solicitation and Unemployment Affidavit
7. Certificate Regarding Debarment
8. E-Verify Affidavit
9. Exhibit A – Scope of Work
10. Exhibit B – Pricing Schedule
11. Exhibit C – Selection/Scoring Criteria

It is the intention of St. John the Baptist Parish to award a contract to the Proposer with the best proposal to provide the requested services to the Parish. The selected Company will work closely with the Chief Financial Officer in providing said services.

Proposer shall provide a copy of these most current documents:

1. Audited annual financial report.
2. Annual form 10-K
3. Statement of Condition
4. Uniform bank performance report
5. Fee schedule for Proposed services
6. Anticipated fee and expense schedule as they relate to implementing Parish as a client
7. List of governmental clients in the surrounding area serviced by your bank via contract in the past three years

GENERAL TERMS AND CONDITIONS

1.0 RFP Process

- 1.1 This RFP is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.sjbparish.com or Central Bidding at www.centralbidding.com. Electronic proposals will be accepted only on www.centralbidding.com.

- 1.3 Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. It is the Company's responsibility to periodically check either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the RFP, prior to due date. **Checking the Parish website is HIGHLY recommended.**
- 1.4 The Parish reserves the right to request additional information to clarify proposals. The Parish shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.
- 1.5 Questions and comments regarding this Proposal must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@stjohn-la.gov **no later than 3:00 P.M. local time on April 16, 2021.**

2.0 Submission of Proposal

- 2.1 Proposals shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA no later than **9:45 A.M. local time on April 22, 2021. Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP – Fiscal Agent".**
- 2.2 Each Proposer shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit D) will be used to evaluate all proposals received. Failure to provide all required information with the exception of scope of work that does not pertain to your Company, including the "Required Signature Page for Proposals" shall be cause for rejection of the submittal as non-responsive.
- 2.3 Proposer shall submit an original, and one electronic copy of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.
- 2.4 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.5 Proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after **9:45 A.M. local time on April 22, 2021** will be deemed non-responsive and will be returned to proposer unopened.

3.0 Pre-Proposal Conference

None

4.0 Opening

Proposals will be opened publicly at **10:00 A.M. local time on April 22, 2021** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Proposer in submitting a proposal that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Proposer specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

- 6.1 Parish shall have the right to reject or accept any Proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 6.2 This RFP does not commit the Parish to award, nor does it commit the Parish to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 6.3 The Parish reserves the right to terminate this RFP at any time prior to contract execution.
- 6.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 6.5 The Parish reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn Proposals

- 7.1 Any proposal received after the exact time specified for receipt will not be considered.
- 7.2 No modification of a proposal, except a modification resulting from the Parish's request for "best and final offer," will be accepted.
- 7.3 No Proposer may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.

8.0 Evaluation and Selection

- 8.1 Objective - The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Proposer determined to be most advantageous to the Parish, price and other factors considered.
- 8.2 Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and proposals received in response to RFP. The Committee will evaluate proposals submitted by qualified Proposers/Companies on the basis of the guidelines set forth in the RFP. The Parish reserves the right to request additional information and clarification of any information submitted.
- 8.3 Evaluation criteria have been established to determine which Company/Proposer will best contribute to the overall goals of the Parish. These criteria are detailed in Exhibit C (Selection/Scoring Criteria) which is attached hereto and made a part hereof.
- 8.4 The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.
- 8.5 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. As part of the negotiation process, the Parish reserves the right to negotiate with the successful Company. This award will be made to the most responsible

Proposer whose proposal is determined in writing to be most advantageous to the Parish, based on the scoring criteria set forth in this document. The Parish also reserves the right to reject any and all proposals.

9.0 Terms

The initial contract shall be effective for one (4) year from June 1, 2021 to May 31, 2025. Upon written mutual agreement between the Parish Council and the Company, this contract may be extended one (1) additional time for four (4) years. The successful Proposer will begin work without unreasonable delay and without suspension of work unless authorized in writing by the Parish. **The Parish will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. The proposed Proposers must submit firm fixed pricing.**

10.0 Insurance

Company shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Proposer/Proposer may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Proposer/company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Proposer's Protective Liability (if Proposer is a General Proposer) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council shall be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council shall be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Proposer shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Proposers. The limits for "D" above shall not be less than:

\$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Proposer shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

11.0 Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to the Chief Financial Director or his designee for approval prior to routing to Accounts Payable.

13.0 Hold Harmless

To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

14.0 Non-assignability

No Proposer shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Proposer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

15.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Proposer must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion,

money laundering or their equivalent Federal crimes. Proposer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Proposers' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

16.0 Disclosure

Proposer must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, Proposer must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

17.0 Termination for Cause and Convenience

Proposer acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the proposer's control.

18.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. Proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

20.0 Discrimination Clause

The Proposer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**CORPORATE RESOLUTION
or
CERTIFICATE OF AUTHORITY**

Insert your form here

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution or an officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.
3. Your form shall not be more than one year old.
4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).
5. Your form shall be submitted with the bid.

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appeared, as a Proposer on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the firm named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to the project submittal date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the firm named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or a procurement awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S.14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name Signature of Authorized Signatory

Project Name/Number Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature: _____

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

| | |
|---|---|
| <p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p> | <p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 20_____.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p> |
|---|---|



**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this RFP.

Business Name: -

Date _____ By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this PROPOSAL, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this PROPOSAL is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "PROPOSAL," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this PROPOSAL is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this PROPOSAL that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this PROPOSAL that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

EXHIBIT A
Scope of Work

SERVICES

St. John the Baptist Parish is soliciting proposals from qualified firms to provide Fiscal Agent services as described below.

I. BANKING SERVICES

A. The following customary banking services shall be provided:

| Yes | No | Exception |
|-----|----|-----------|
|-----|----|-----------|

1. Provide monthly bank account analysis on each account by the 10th working days of the following month, starting within 90 days of acceptance of this proposal.

2. Provide a monthly billing statement to the Parish for banking services by the 20th day of the following month based on the activity of the prior months account analysis statement. Each Account's service cost shall be listed separately.

3. Provide copies of the bank's quarterly and annual financial Statements upon request.

4. Make branch facilities available for deposits.

5. Submit Federal payroll withholding tax remittances.

6. Provide night depository services, including disposable bags.

7. Provide checking account deposit slips **in triplicate** imprinted with the account name and number.

8. Provide credit inquires, deposit verifications and audit confirmations on the accounts of St. John Parish as provided for in Revised Statute 39:1220.

9. Provide additional bank statements upon request.

10. Provide faithful performance of all legal duties and obligations of the depository.

11. Provide a list of all branch locations in Parish.

| Yes | No | Exception |
|-----|----|-----------|
|-----|----|-----------|

12. Accept St. John Parish utility payments from walk-in customers at all branch offices and drive-up windows located in St. John Parish.

13. Provide currency and coin wrappers as requested.

B. The following collateralization services shall be provided for St. John Parish deposits:

1. Pledge and maintain at all times 100% collateral security, at market value, to secure all funds and investments of St. John Parish in accordance with the laws of the State of Louisiana.

2. All securities are registered in the name of St. John Parish.

3. Provide confirmation of collateral from the safekeeping agent.

4. Provide that collateral security shall be pledged to St. John Parish and held by a mutually acceptable third party which is not part of the depository's organization in accordance with Louisiana Revised Statute 39:1224.

5. Provide safekeeping receipts for pledged collateral security from the third-party institution with specific securities identified.

6. Provide a monthly report of collateral security pledges showing the security number, safekeeping receipt number, description, par value, book value, market value and maturity date of each security by the 20th day of the following month.

7. Comply with all applicable Federal, State, and Parish laws regarding types of securities which may be used as collateral and places where collateral can be deposited.

8. Substitutions of collateral should meet the requirements of the collateral agreement and the collateral should not be released until the replacement collateral has been received.

II. ADDITIONAL BANKING SERVICES

A. Additional banking services:

| Yes | No | Exception |
|-----|----|-----------|
|-----|----|-----------|

1. Loan St. John Parish funds, in accordance with Louisiana Revised Statutes, in anticipation of taxes and other revenues to be collected, both bank qualified tax exempt and not bank qualified tax exempt. The rate of interest shall be (state rate, method and frequency of computing interest).

2. Provide 2 lockable night depository bags.

3. Provide electronic images of the cancelled checks of the PARISH via CD-ROM either monthly or quarterly.

B. The following banking services may be provided on the attached monthly interest bearing and non-interest bearing account analysis statements:

1. Provide that St. John Parish will reimburse the bank on a calendar monthly basis for the amount by which the aggregate total cost for the quarter of servicing the accounts exceeds the aggregate total earnings credit allowance for the quarter for interest bearing and non-interest bearing transaction accounts.

2. Provide interest bearing transaction accounts. Interest will be paid monthly by the bank on the average daily collected balance of each account at an interest rate of (state rate, basis for the rate, method and frequency of computing interest).

3. Provide monthly interest bearing transaction account statements within 5 banking days after the previous month's end.

4. Provide non-interest bearing transaction accounts.

5. Provide monthly non-interest bearing transaction account statements within 5 banking days after the previous month's end.

6. Provide debit and credit advices within 2 banking days after the transaction date.

| Yes | No | Exception |
|-----|----|-----------|
|-----|----|-----------|

7. Provide automated clearing house (ACH) services to initiate electronic fund transfers for automated utility bill payments, and process various Parish payments, including any necessary computer software required on the part of St. John Parish to effectuate ACH services. The ACH transactions submitted to the bank will be in the **standard NACHA** file format. An electronic file representing the result of these ACH transactions should be sent to the Parish to allow electronic processing of the cash payments.

8. Provide direct deposit of Parish payroll checks through automated clearing house (ACH) services, including any necessary computer software required on the part of St. John Parish to effectuate ACH services. The ACH transactions submitted to the bank will be in the **standard NACHA** file format.

9. Provide incoming wire transfers through the Fed Wire. Provide the Parish with notification upon receipt of such wires via an online portal. The Parish intends to consider these incoming wire transfers as “available for investment” funds on that day.

10. Provide outgoing wire transfers through the Fed Wire initiated by the Parish through a browser-based, on-line data communication system. This system must require a dual authorization process requiring two authorized employees to complete the wire authorization. If your bank does not offer this service, identify the exact specifications required for timely completion of wire transactions (i.e. notification of a designated person at the bank, time restrictions, etc.). Wire transfers ordered by noon and not received by the destination party by 2 P.M. will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest or charges resulting from a “fail” to consummate an investment transaction.

11. Provide a list of all additional services available from the bank and corresponding fees for these services.

12. Provide that the earnings credit allowance shall be calculated based upon the average daily collected balance of each account.

13. Provide the Parish with the ability to access account information and initiate transactions (such as transfers between funds, wire transfers and stop payment orders) through a browser-based, online data communication system. This should allow viewing access to all designated accounts under this agreement and be available 24 hours a day, 7 days a week. Provide the Parish with training and support of said

| Yes | No | Exception |
|-----|----|-----------|
|-----|----|-----------|

system. Provide information regarding the related fees, computer hardware and software required to utilize this service and the account date that will be available from this access.

14. Provide the Parish with the option of selecting the full bank reconciliation feature known as "Positive Pay" and Payee Positive Pay. Under Positive Pay, checks presented for payment are compared to a Parish-provided database of checks issued to help

15. prevent payment of unauthorized checks. The system should have real-time check detections services. Provide the Parish with training and support of said system. Provide the Parish with the related fees, the system's hardware and software requirements and a description of your services offered with respect to Positive Pay.

16. Provide cancelled check images, in numerical order, to the Parish. If images can be proved on electronic/computerized media, include information pertaining to hardware and software requirements.

17. Provide Software escrow services for software used in critical business activities.

18. Provide the Parish with the option of obtaining a retail lock box for water utility payments. Monthly activity averages approximately 9,000 checks. Provide detail of applicable fees.

III. STATE REGULATIONS

A. Depository shall comply with Louisiana Revised Statutes 39:12:1235 as amended.

EXHIBIT B
Pricing Schedule

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the Request for Proposals documents at the rates hereinafter set forth:

Base Proposal

The Proposer shall list the entire costs associated with performing the services required on the Proposal Form. The Proposer shall thoroughly fill out the form or will be deemed "unresponsive." It shall be the sole responsibility of the Proposer(s) to review all components of this proposal and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposer, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Fiscal Agent
RFP Number: RFP 2021.04

including Addenda (if any), _____ the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by The Parish and to do all the work required to complete said work in accordance with the specifications for the following total sum:

SERVICE

- A. Insert your Schedule of Service Charges**
- B. Specify services (and associated costs) not mentioned in the Scope of Work**
- C. Exceptions to Proposal**
- D. Anticipated fee and expense schedule as they relate to implementing Parish as a client**

IF OTHER RATES ARE APPLICABLE, PROPOSER SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

ALTERNATE AWARD EVALUATION: The Parish reserves the right to award the RFP in total, by groups of items, by individual items or any combination of these in which the Parish deems to be in its best interest.

**EXHIBIT C
SELECTION/SCORING CRITERIA**

St. John the Baptist Parish may select any or all of the proposals that best contribute to the overall functioning of the Parish. All proposals will be evaluated by applying a set of evaluation criteria and awarding points to each proposal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

| CRITERIA | MAXIMUM POINTS |
|--|-----------------------|
| <u>Demonstrated Experience of Quality Service Delivery</u> Background, performance, and organizational stability - whether proposal adequately addressed all the response items and appears to be a solid organization and extent proposal demonstrated evidence of ability to perform the functions described in its project plan; AND Qualifications and Staffing - completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results. | 0-20 pts |
| <u>Fiscal Integrity</u> Score is based on the demonstrated past fiscal integrity through compliance and accountability for expenditures of funds. Online banking capabilities, including but not limited to wire transfers, federal and state tax deposits, direct deposit files, electronic statements, stop payments, and all other online features. The proposer must have responded positively with the corrective action to any audit financial findings. appropriate use, management, and investment of funds to maximize performance outcomes must have been followed. A positive pay feature should be offered. All cash deposit transactions including but not limited to rolled or unrolled coins without a fee | 0-30 pts |
| <u>Plan of Work</u> Score is based on adequacy of response to all items listed, strength of approach and processes, and understanding of the timetables necessary to achieve compliance, performance, and integrity | 0-20 pts |
| <u>Pricing</u> | 0-30 pts |
| The Proposer with the lowest cost shall receive the highest cost evaluation score. | |
| Other proposers will receive a cost score computed as follows: | |
| $CS = (LPC/PC * X)$ | |
| Where: CS = Computed cost score for Proposer | |
| LPC = Lowest proposed cost of all Proposers | |
| PC = Proposer's cost | |
| X = 30% of the total number of points assigned | |
| Maximum of (30) Points | |
| TOTAL MAXIMUM POINTS | 100 PTS |