



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

### NOTICE OF REQUEST FOR PROPOSALS

#### ST. TAMMANY PARISH

St. Tammany Parish Government is seeking responses for the following project:

#### **RFP# 25-6-3 - Fiscal Agent Services**

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network: <https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

Responses will be received by the Department of Procurement, **until 2:00pm CST Wednesday, October 1, 2025**. Each response will be evaluated by designated Parish personnel after the submission deadline.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date. The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

**REQUEST FOR PROPOSAL**  
**ST. TAMMANY PARISH GOVERNMENT**  
**FISCAL AGENT SERVICES**



**RFP Number: 25-6-3**

**Proposal Opening Date: Wednesday, October 1, 2025**

**Proposal Opening Time: 2:00 PM CST**

**August 19, 2025**

## TABLE OF CONTENTS

PART I: OVERVIEW.....	1
1.1 Background/Purpose.....	1
1.2 Definitions .....	1
1.3 Schedule of Events.....	1
1.4 Proposal Submittal.....	2
1.5 Proposal Response Format.....	3
PART II: SCOPE OF WORK/SERVICES.....	5
2.1 Scope of Work/Services.....	5
2.2 Period of Agreement.....	5
2.3 Price Schedule.....	6
2.4 Deliverables .....	6
2.5 Location .....	6
PART III: EVALUATION .....	6
PART IV: PERFORMANCE STANDARDS .....	7
4.1 Performance Requirements.....	7
4.2 Performance Measurement/Evaluation.....	22
PART V: GENERAL PROVISIONS .....	22
5.1 Legibility/Clarity .....	22
5.2 Confidential Information, Trade Secrets, and Proprietary Information.....	22
5.3 Proposal Clarifications Prior to Submittal .....	23
5.3.1 Pre-proposal Conference.....	23
5.3.2 Proposer Inquiry Periods.....	23
5.3.3 Blackout Period.....	24
5.4 Errors and Omissions in Proposal.....	25
5.5 Performance Bond .....	25
5.6 Changes, Addenda, Withdrawals.....	25
5.7 Withdrawal of Proposal .....	25
5.8 Material in the RFP.....	25
5.9 Waiver of Administrative Informalities.....	26
5.10 Proposal Rejection .....	26
5.11 Ownership of Proposal.....	26
5.12 Cost of Offer Preparation.....	26
5.13 Non-negotiable Contract Terms.....	26
5.14 Taxes.....	26
5.15 Proposal Validity .....	26
5.16 Prime Provider Responsibilities.....	27
5.17 Use of SubProviders .....	27
5.18 Written or Oral Discussions/Presentations .....	27
5.19 Acceptance of Proposal Content.....	28
5.20 Evaluation and Selection .....	28
5.21 Contract Negotiations .....	28
5.22 Contract Award and Execution.....	28
5.23 Acknowledgment and Waiver of Protest Rights.....	29

5.24	Notice of Intent to Award .....	29
5.25	Insurance Requirements .....	29
5.26	SubProvider Insurance .....	30
5.27	Indemnification and Limitation of Liability .....	30
5.27.1	Duty to Defend.....	30
5.27.2	Provider Liability .....	30
5.27.3	Force Majeure .....	30
5.27.4	Indemnification .....	30
5.27.5	Intellectual Property Indemnification .....	31
5.28	Fidelity Bond Requirements .....	31
5.29	Payment .....	31
5.29.1	Payment for Services .....	31
5.30	Termination.....	32
5.30.1	Termination of the Contract for Cause .....	32
5.30.2	Termination of the Contract for Convenience .....	32
5.30.3	Termination for Non-Appropriation of Funds .....	32
5.30.4	Default of Provider .....	32
5.31	Assignment .....	33
5.32	No Guarantee of Quantities .....	33
5.33	Audit of Records.....	33
5.34	Civil Rights Compliance.....	33
5.35	Record Retention .....	33
5.36	Record Ownership .....	34
5.37	Content of Contract/ Order of Precedence.....	34
5.38	Contract Changes.....	34
5.39	Substitution of Personnel .....	34
5.40	Governing Law .....	34
5.41	Anti-Kickback Clause.....	34
5.42	Clean Air Act .....	35
5.43	Energy Policy and Conservation Act.....	35
5.44	Clean Water Act.....	35
5.45	Anti-Lobbying and Debarment Act .....	35
5.46	Veteran Initiative and Hudson Initiative Programs .....	35

Attachment “A” – Banking Structure and Account Information

Attachment “B” – Sample Contract

Attachment “C” – Acknowledgment and Waiver

Attachment “D” – Insurance Requirements

Attachment “E” – Affidavits

Attachment “F-1” – Sample Scoring Matrix

Attachment “F-2” – Vendor Scoring Matrix

Attachment “G” – Sample Corporate Resolution

Attachment “H” – Sample Certificate of Insurance

**REQUEST FOR PROPOSAL  
FOR  
FISCAL AGENT SERVICES**

**PART I: OVERVIEW**

**1.1 Background/Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Proposers to serve as Fiscal Agent for St. Tammany Parish Government. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

**1.2 Definitions**

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Provider – A Proposer who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. RFP – Request for Proposal.
- I. Proposer – Person or entity responding to this RFP.
- J. Agreement – A contract between the Provider and the Parish.
- K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

**1.3 Schedule of Events**

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	August 27, 2025	8:00 AM

2. Pre-Proposal Conference (if required):*	Omitted as not applicable to this RFP	
3. Deadline to receive written inquiries	September 22, 2025	2:00 PM
4. Deadline to answer written inquiries	September 26, 2025	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	October 1, 2025	2:00 PM
6. Oral discussions with proposers, if applicable	TBD	
7. Notice of Intent to Award to be mailed	TBD	
8. Contract Initiation	TBD	

**NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

#### **1.4 Proposal Submittal**

This RFP is available online at: LaPAC – Louisiana Procurement and Contract Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

**NOTE:** LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

It is the Proposer’s responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer’s failure to download any addenda documents required to complete an RFP.

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

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

- X     **Name and Address of Proposer**
- X     **Proposal Name: Fiscal Agent Services**
- X     **RFP #: 25-6-3**
- X     **Proposal Opening Date: Wednesday, October 1, 2025**

Proposals may only be sent via certified mail, hand-delivery, or courier service to our physical location at:

St. Tammany Parish Government Procurement Department  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471

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

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

If the Proposer **has not** done business with the Parish, the Proposer should submit a **W-9** with their response.

### **1.5 Proposal Response Format**

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

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

**ATTENTION: Please** indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be submitted to the Parish before contract award.**

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;

2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
  3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer should specifically provide a description of all relevant assignments similar to the Project requested herein, which have been completed by the Proposer within the last three (3) years ("Recent Projects"). The description of any such Recent Projects should include the following:
1. Name of the client;
  2. Year of the assignment and length of time to complete the project;
  3. Nature of the services rendered; and
  4. Professionals assigned to the project who are also proposed to serve on this assignment.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal: Proposer's fees and other costs, if any, shall be submitted on Attachment "A".** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
- H. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- I. **Customer Service:** Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- J. **Resumes:** Each Proposer should submit resumes for account manager, designated customer service representative(s), and any other key personnel to be assigned to this Project, including those of subProviders, if any.



- K. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the Parish to consider.
- L. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- M. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, and **one (1) electronic copy via USB.**

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

Requests for proposal to serve as fiscal agent are hereby solicited by St. Tammany Parish Government, in accordance with the provisions of the applicable laws of the State of Louisiana, including Revised Statutes 39:1211 through 39:1245.

The fiscal agent functions requested in this RFP include:

- (1) Depository services for the collection and receipt of Parish funds
- (2) Disbursement services to issue and clear Parish payments
- (3) Electronic payments and e-commerce capabilities
- (4) Cash position management and reporting tools
- (5) Armored courier service
- (6) Safekeeping and custodial services for Parish-owned investment securities and collateral securities
- (7) Investment tracking and reporting services
- (8) Debt service sinking fund monitoring and payment services

### **2.2 Period of Agreement**

This contract will be for a period of two (2) years from January 1, 2026, through December 31, 2027. St. Tammany Parish shall, at its option and in its sole discretion, have the right to extend this agreement upon the same terms and conditions as contained herein, for three (3) successive one (1) year periods.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

## **2.3 Price Schedule**

Prices proposed by the Proposers shall be firm for the term of the contract.

## **2.4 Deliverables**

The deliverables listed in this section 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.

## **2.5 Location**

The Proposer must have depository banks domiciled or have a branch office in the Parish.

## **PART III: EVALUATION**

The Proposer must clearly designate that they meet each category of the scoring criteria stated below. The Proposer must briefly describe how their company satisfies the requirement and where in their response supports that requirement. This information shall be provided in **Attachment F-2**. Failure to comply with this requirement may negatively affect the overall score.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Compliance with the RFP	10
Comprehensiveness of Services Provided	25
Interest Rate Offered	20
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	15
Overall costs and fees to be charged	20
Proposal Quality and References	10
<b>Total</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

#### **A. Mandatory Elements – The Proposer must provide a statement certifying that the Proposer can comply with each of the following items:**

1. **Institution**: The Proposer must currently be, and remain throughout the term of the contract, a banking institution which is statutorily mandated to 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 (R.S. 39:1213).
2. **Security**: The Proposer must currently be able to and remain able to throughout the term of the contract, give security for the safekeeping and payment of the deposits, and shall perform other services for the depositing authority as and in the manner provided by law (R.S. 39:1218). The Proposer will be required to deposit and maintain with an unaffiliated bank that security designated by R.S. 39:1221 (R.S. 39:1219).
3. **Statement of Condition**: The most recent (at the close of business on the first day of the month prior to the month in which the Proposal is made) sworn Statement of Condition of the Proposer shall be attached hereto (R.S. 39:1220). At no time shall the deposits of St. Tammany Parish exceed the capital stock, declared surplus, and undivided profits of the bank. The Proposer shall provide a sworn Statement of Condition within thirty (30) working days of each calendar quarter during the period of this agreement.
4. **Fees**: The Proposer may not, throughout the term of the contract, assess a fee for credit inquiries, deposit verifications, or audit confirmations concerning accounts of the depositing authority (R.S. 39:1220).
5. **Checks and Drafts**: The Proposer must, throughout the term of the contract, pay at par and receive on deposit at par all checks and drafts drawn by or deposited for the accounts of the Parish (R.S. 39:1220.1).
6. **Location**: The Proposer must, throughout the term of the contract, have depository banks domiciled or have a branch office in the Parish.

#### **B. Technical Qualifications**

1. **Qualifications and Experience of the Proposer**: The Proposer shall provide a profile with the following information:

- a. History and background of Proposer;
- b. Financial strength and stability;
- c. Domicile of Proposer;
- d. Location of all branches in St. Tammany Parish with a brief description of services provided at each branch;
- e. Total number of employees in St. Tammany Parish;
- f. Whether Proposer has public/government funds section or department;
- g. Total number of employees with primary responsibilities in public/government funds services;
- h. Total number of employees in St. Tammany Parish with primary responsibilities in public/government funds service;
- i. Total public/government funds held or administered for St. Tammany Parish public/government agencies – on average for the two-year period of 2023-2024 and on average for the five years preceding 2023-2024;
- j. Description of any such recent services for other St. Tammany Parish public/government agencies;
- k. Names, addresses, telephone numbers, and contact persons for no more than ten (10) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.

2. **Comprehensiveness of Services Provided:** The Proposer must provide written responses to the following items to determine the availability of services. The responses should be presented in the following format: Topic, Sub-Topic, Question Number, Question, and Response to Question:

## **1. Collections**

### **General Collections**

1. Given your understanding of our current system, list and briefly describe any special collection services that you think we should consider. (Note that we may ask more detailed questions about these services in other sections of this request for proposal.)
2. Why are your collection services the best choice for our organization?
3. If you have different service charges that vary based on the location of the drawee point (e.g., HDGS/controlled disbursement point, Fed City point, Fed Country point), explain your rationale for your uneven pricing policy. Explain briefly why it would be much more expensive to present checks back to one point over another.

### **Remote Capture of Checks (ARC and Check 21)**

1. Do you offer a remote capture service? If not, do you plan to offer one, and when will the service be available? If you do not currently offer or plan to offer a remote capture service, skip the remaining questions in this section and go on to the next section.
2. Explain how your remote capture service works, using diagrams and/or other visual aids that are applicable. Indicate situations where remote capture is not applicable.
3. Do business check deposits have to be processed separately from consumer check payments?
4. Does your remote capture service allow us to convert checks from retail payors to the

Accounts Receivable Conversion (ARC) format in addition to generating Image Replacement Documents (IRDs)? Describe payment format options.

5. Would you recommend remote capture services (either ARC or Check 21 or both) for us? If so, briefly describe (verbally and/or schematically) how we would use the service, including any limitations we might face and the level of local training needed.
6. Do you recommend a pilot program initially or a full roll-out? Explain the pros and cons of each alternative for our situation.
7. Discuss how we can decide if a location is suited for remote capture (ARC or Check 21) services.
8. What equipment options do you recommend? What is the approximate cost of the equipment? Do you accept transmission from other types of equipment? Explain any limitations or restrictions.
9. What are the benefits to us from remote capture?
10. Describe a typical implementation of remote capture, including typical timing, testing, and one-time implementation charges.
11. If we capture check images at our location(s), what do we do with the actual checks after they have been transmitted? Is there a standard time for retaining the actual checks?
12. Describe your pricing structure for remote capture services.

### **Return Item Processing**

1. Describe your return procedures for checks, including policies regarding the acceptance of a return item and how return items are posted.
2. How are rejected items, including damaged checks, reprocessed? How long does it take?
3. Describe your method of credits/charges, and how you notify us of adjustments to deposits.
4. How many times can you redeposit paper checks? Is the number of times variable or negotiable? Explain any limitations or restrictions.
5. Do you offer services that can automatically convert return items into ACH debits, using the RCK (return check conversion) format? Explain any limitations or restrictions, such as the number of times an automated item can be redeposited, advantages of using the RCK format, and other relevant factors.
6. Do you offer a centralized return item processing service that directs all return items to your bank for further processing? If so, describe the benefits and costs for this service as well as any limitations or restrictions, such as the type of depository account or transaction it may be limited to.
7. Describe your pricing for returned item processing services.

### **Over-the-Counter Check Deposits**

1. Please list the address of the branches nearest to us that we will use to make over-the-counter deposits. If you do not have a branch near us, please describe how you recommend we make daily deposits.

2. What is the latest we can make an over-the-counter deposit for same-day ledger credit at the branch nearest to us?
3. Is there an even later deadline at another branch or processing center? If so, describe how we can obtain this later service.
4. Do you offer armored car services if the nearest branch is inconvenient? If so, describe the services.
5. Are there any limitations or restrictions associated with providing armored car services, such as minimum or maximum sizes of orders, that we need to consider?
6. Describe how this service will be priced for our use.
7. Can we compensate your bank like other bank services, i.e., via account analysis, or must we pay a separate, stand-alone fee?
8. What availability will we receive for over-the-counter deposits?
9. Describe your night deposit services.

### **Over-the-Counter Cash Deposits**

1. Describe how cash deposits can be handled.
2. Do you offer deposit reconciliation services? If so, describe how the service works in general and how we can use it as well as related unit costs/charges.
3. Do you use a third party to process deposits? If so, provide the address where the cash deposits must be delivered. Show alternate addresses if there is a choice.
4. Describe your method of credits/charges and how you notify us of adjustments to deposits.
5. Must cash deposits be handled separately from check deposits? If so, explain what happens if cash is erroneously mixed with a check deposit.
6. Are there different charges for cash deposits than for check deposits? If so, explain.

### **Deposits**

1. The Parish requires sequentially numbered deposit tickets with a unique 10-digit number in the MICR field for reconciling deposits. This number must be included in a monthly electronic deposit reconciliation file. Please submit the file layout, when, and how the file will be available for download.
2. Is there a fee for a monthly electronic deposit reconciliation file? If so, please provide information on the fee calculation.
3. Do you offer a daily courier service to pick up deposits from our different locations? If so, what would the cost be associated with this service for the following locations:
  - 21454 Koop Drive, Suite 2F1 Mandeville, LA 70471
  - 31078 LA 36, Lacombe, LA 70445
  - 350 N. Military Rd, Slidell, LA 70461

- 520 Old Spanish Trail, Suite 2F, Slidell, LA 70458

4. Do you offer any other services that would ensure timely and/or daily deposits of funds? If so, please explain and give fee information.

## **2. Disbursements**

### **General Disbursements**

1. Given your understanding of our current system, list and briefly describe any special disbursement services that you think we should consider. (Note that we may ask more detailed questions about these services in other sections of this request for proposal.)
2. Can you provide monthly account statements as of the end of the month?
3. How long after the cut-off date will we receive bank statements, canceled checks (if applicable), and the reconciliation?
4. How long will you store canceled checks on and off your premises?
5. How long does it take to provide a copy of a canceled check?
6. Is the copy a microfilm copy or one produced by an imaging system? If the latter, has your legal counsel provided assurance that this is a legal copy acceptable by state and federal tax authorities? If so, please provide a copy of this opinion.
7. What methods do you provide for input and confirmation of stop payment orders?
8. How long do stop payment orders remain in effect?
9. If an imprest balance is maintained, can it be used to compensate for services? If not, explain.
10. The Parish requires a monthly electronic cleared check reconciliation file. Please submit the file layout, when, and how the file will be available for download.
11. Is there a fee for a monthly electronic cleared check reconciliation file? If so, please provide information on the fee calculation.

### **Positive Pay**

1. Do you offer positive pay services for all types of disbursement accounts? Do you offer payee positive pay? Explain any restrictions.
2. Do you offer more information on positive pay rejects than check number and check amount, such as payee name? If so, describe what other information you can provide. If not, discuss whether you plan to add further information and, if so, when.
3. Do you offer reverse positive pay? If so, describe how this alternative works, any limitations there are on the service, and how it compares with standard positive pay services.
4. Explain how the liability for check fraud is affected by using positive pay services.
5. What are the typical turnaround deadlines for notifying you on suspended items? Does this differ for reverse positive pay?
6. Explain how rejected items are affected by positive pay—i.e., can such items slip through

the positive pay “filter”?

7. Do we have to select full reconciliation services to obtain positive pay services? Explain your requirements.
8. Are you planning any enhancements to your positive pay services over the next 12-18 months? If so, briefly describe them.
9. Describe your pricing for positive pay services.

### **Account Reconciliation**

1. Provide samples and descriptions of full and partial account reconciliation services and high order prefix services, including relevant deadlines, etc.
2. Describe the types of input media you accept for account reconciliation. Include any file specifications as appropriate.
3. Can you provide an analysis of our check clearing times as part of your account reconciliation services? If so, describe any limitations and restrictions, and attach a sample report if available.
4. Describe your pricing for account reconciliation services.

### **Zero Balance Arrangements**

1. Can we establish zero balance accounts (ZBAs) that can be tied to our main concentration account? Are there any limitations on the type of ZBA, e.g., depository account vs. disbursement account? Describe any limitations.
2. Can we establish a multilevel ZBA, i.e., a zero balance account that is tied to another zero balance account that is in turn tied to a main account? If so, how many levels of zero balancing are possible? Describe any limitations or potential problem areas.
3. How many zero balance sub-accounts do you allow to be funded from a single master account?
4. If we use a master account with sub-accounts, how will you report daily clearings for each account?
5. Is there only one entry daily from each zero balance account to the master? If not, describe how debit and credit postings work.
6. Will the postings from ZBAs to the main account be accessible through a detailed report of the main account, or must we access each account separately? Provide a sample or describe the level of detail available.
7. Does the daily (or other) entry reflect adjustments? If not, describe how adjustments to a zero balance account will be handled.
8. Do zero balance accounts protect funds from being commingled? If so, discuss how they do this and how good the protection is.



## **Coin and Currency Provision**

1. Briefly describe your services for providing coin and currency.
2. Can you provide our daily coin and currency needs from your bank? If not, recommend a way for us to obtain it.
3. Identify the locations from which we can obtain the coin and currency.
4. Do you require notice in advance before we can pick up coin and currency at your bank branch? If so, briefly discuss.
5. Are there any limitations or restrictions associated with providing cash and currency, such as minimum or maximum sizes of orders, that we need to consider?
6. Describe how this service will be priced for our use.
7. Can we compensate your bank like other bank services, i.e., via account analysis, or must we pay a separate, stand-alone fee?

## **3. Electronic Payments and E-Commerce**

### **General ACH**

1. Describe your controls to prevent file loss, duplicate transmissions, file transmission protection, and acceptance of duplicate returns, and whether these controls differ by type of application.
2. Describe your system security in general, indicating any procedures that are required for specific transactions.
3. What communications protocols are used to transmit files?
4. What are your file delivery and transmission deadlines? Do they vary by application? If so, provide them in that manner. Complete this example: when is the latest we can submit a file for direct debits dated on a Friday?
5. Can you provide an ACH warehousing capability for our direct debits? If so, indicate the maximum warehousing periods and how long changes can still be made before debits are released from warehouse status.
6. Can you accept any input format, including nonstandard record formats, and convert them to a standard ACH format? List all formats currently supported.
7. Can transactions be transmitted by personal computer? If so, describe any limitations or special considerations.
8. Do we have the ability to change, add, or delete an item after transmitting our ACH file to you? If yes, describe the procedures, cutoff times, and a cost schedule.
9. Describe how you handle notifications of change and help correct ABA transit routing numbers for closed or merged institutions.
10. Describe the procedures, reports, notification times, and methods, etc. associated with returned electronic items originating from transactions we have sent or received.

11. How extensive of a history file do you maintain for ACH transactions? Is it accessible online?
12. Do you provide the capability to access a database of ACH member institutions and/or a master database of ABA transit routing codes? If so, describe the databases and how they are accessed.
13. Discuss your experience (if any) with fraud in the ACH or EDI environment.

### **Direct Debit Programs**

1. Describe your experience with direct debit programs, including, if appropriate, samples of the more successful programs, a brief, general description of your direct debit processing product or service, and whether there are any plans to change your product in the next two years.
2. Describe how we will receive information about direct debits that have been successfully processed, including the time(s) when our account will receive good funds.
3. How long is your normal turnaround time for file inquiries? Describe any restrictions or limitations.
4. Describe how you verify the accuracy and suitability of potential receiving points for direct debits, including how you handle a situation where our customer's bank account does not recognize our direct debit, as well as your controls to prevent file loss, duplicate transmissions, acceptance of duplicate transactions, or partial transmission loss.
5. Describe and provide samples showing how you can provide assistance in marketing preauthorized debits to our customers. Also include samples for consumers, small and larger businesses, if different.
6. Describe the installation support and level of training that you provide to our treasury and systems employees
7. Describe your customer service/help desk capabilities, including hours during which it is available.
8. Provide a detailed cost estimate for a direct debit program. The estimate should be for regular processing, one-time implementation fees, and recurring maintenance charges (if any). It should also itemize flat fees and per item charges.

### **Other Electronic Collections**

1. Describe any special services you offer that can help facilitate and regularly process electronic payments from our customers.
2. How long is your normal turnaround time for file inquiries? Describe any restrictions or limitations.
3. Describe and provide samples showing how you can provide assistance in marketing electronic payments to our customers.
4. Will ACH payments from customers (debits and credits) be itemized on our daily bank information reports?
5. Describe your pricing for electronic receipts.

## **Direct Deposit of Payroll**

1. What are your cut-off times for delivery of a direct deposit file? Use as an example a payroll that is due to be distributed on a Friday.
2. Do you require any prefunding for direct deposit? If so, explain what is required, what the deadlines are, and what happens if prefunding is late.
3. Describe the acknowledgments you provide when you receive a file transmission, including the level of detail, the information required, and the reconciliation procedures involved.
4. Explain how you verify the accuracy and suitability of potential receiving points for direct deposit.
5. Describe how return items are handled.
6. Can we use the direct deposit service for payments other than payroll, such as travel expenses? Explain any limitations or differences.
7. Are there any restrictions on the software we can use to prepare our payroll in order to be compatible with your direct deposit services? If so, describe.
8. Describe the direct deposit products that you offer (if any) to individuals who do not maintain any bank accounts.
9. Describe your pricing for direct deposit.

## **Electronic Payments**

1. Discuss the electronic payment services your bank offers that you believe are of interest to us.
2. Do you offer any special products/software for preauthorized ACH debits? Provide samples for each type.
3. Describe how we can interface with your bank to complete ACH credit transactions. Describe any limitations.
4. Do you offer electronic bill payment services, such as electronic invoice presentation and payment (EIPP) services? If so, describe how we can use these services.
5. If we use your EIPP services, how can you help us determine which of our vendors/suppliers are able to receive and process electronic bill payments?
6. If we use your EIPP services, how are disputed items handled?
7. Provide a pricing schedule for your electronic payment services.
8. Do you plan to make any major changes or additions to your electronic payment services over the next 12-18 months? If so, describe these changes and provide approximate times when they will become available.

## **Financial E-Commerce (EC) and Electronic Data Interchange (EDI)**

1. Does your bank use EC and/or EDI (internally)? If so, describe your use and experience

levels.

2. Discuss your view of future electronic commerce growth and your institution's part in the growth.
3. Does your bank have a separate EDI product development/management staff? If so, are they different from ACH product management staff or do they have other responsibilities?
4. Describe your bank's involvement with major customers in financial EDI pilot programs over the past year, using examples where applicable.
5. Indicate which industry and/or technical groups your bank actively participates in and provide the name of the representative(s) to each group.
6. Describe any short-term future plans to increase your bank's EDI capabilities.
7. Indicate whether your bank *cannot* accept and originate any of the following payment formats (add any others that you believe should be included but are not shown on the list): ANSI 820, PPD, CCD, CCD+, CTX, and EDIFACT PAYORD/PAYEXT.
8. Describe any restrictions or limitations on combining input formats and transaction types.
9. Can you provide us with a combined file of all outputs? Describe any limitations.
10. How soon after receiving an incoming ANSI 820 payment order/remittance advice file do you conduct a syntax edit? Is this done on all such files? If not or if no edits are performed, explain why.
11. Are your processing cut-off times the same for all types of processing media? If not, describe the differences.
12. Can we deliver remittance advices separately through a value-added network (VAN)? Describe any limitations.
13. Can you back value ACH debits or credits if a bank or clearing house error occurs? If so, describe any restrictions or limitations.

#### **4. Cash Position Management**

##### **Account Structure**

1. Considering that we wish to organize our services in an efficient, sophisticated manner, what overall account structure or network would you recommend? (Use flow charts or other visual aids as appropriate.)
2. With your proposed account structure, how easy is it for us to move funds from one Parish account to another?
3. What level of control over cash movement (e.g., providing the capability to prevent unauthorized funds transfers) can you offer? Describe any restrictions or limitations.
4. What other safeguards or special services, such as check and electronic fraud prevention or commingling prevention, do you offer?

##### **Wire Transfers**

1. Does your bank offer all of the following types of domestic (U.S.) wire transfer initiation

capabilities (indicate which ones, if any, you do not offer): Automated–repetitive, automated–non-repetitive, manual–repetitive, manual–non-repetitive, drawdown transfers, freeform transfers, and internal bank (book) transfers?

2. Are there different controls for repetitive, non-repetitive, and freeform wire transfers? If so, describe them.
3. Do you permit terminal (PC) initiation of automated clearing house (ACH) transfers? If so, please list all possible transfer types for ACH debits and ACH credits.
4. Describe how we can make nonrecurring wire transfers.
5. Describe your procedure for notifying us when a wire transfer fails.
6. Are there specific times during the business day or during the month when wire transfers are more likely to be delayed?

### **Information Reporting**

1. Provide your minimum and recommended hardware and software requirements. Also include all types of systems that are supported.
2. Describe the system security alternatives you offer, including whether passwords, authentication, and/or encryption techniques are available, whether your procedures satisfy the UCC 4A commercially reasonable standards, and how sophisticated and flexible they are. Include any appropriate comparisons.
3. Describe any enhancements planned for your information reporting system over the next 18 months.
4. Do you provide a Web-based (Internet) product for accessing bank balances and transaction details? If so, explain how this works and how we can initiate the use of this product. If not, discuss whether you have any plans to offer such a product in the next 12-18 months.
5. Provide a sample of PC screens that show all of the information reports that we can obtain from your system. Indicate which reports are accessible through a PC.
6. Describe your contingency plans for cases where your system is inaccessible via PC. Also, indicate the number of occasions and amount of system downtime over the past year.
7. How long is information maintained? Is the full history accessible via PC? If not, describe the procedures for accessing the information.
8. Do you charge for maintaining historical data on file? If so, explain the pricing structure.
9. Describe your system back-up and disaster recovery plans.

### **Integrating Information**

1. Do you report balance and/or detailed transaction information in Bank Administration Institute (BAI) format? If so, provide a detailed file description and discuss any differences in file layouts.
2. Do you offer or support an ANSI balance reporting transaction set? If so, describe any limitations or restrictions that you consider relevant.

3. Describe how your detailed account transaction reports can be used to track transfer and other deposit or disbursement information.
4. Describe how we can use your information system or other service to establish links with our internal ERP system (e.g., MUNIS).
5. Describe your experience assisting clients to establish direct links between treasury and accounting.
6. What problems have your other clients faced in attempting to set up direct links from your bank's information reporting system and their internal ERP system?

### **Miscellaneous Bank Charges**

1. Explain your bank's current policy on passing along charges and/or refunds from regulatory bodies.
2. Do you pass along FDIC charges explicitly on the monthly account analysis statement? If so, provide a detailed calculation to support the charge. Do you charge on average balances or balances at specific points in time?
3. If you receive refunds on FDIC assessments, do you share them with your customers? Explain your rationale for sharing or not sharing.
4. Describe how you will measure our *daylight overdraft* status throughout the day. Will we be able to receive this information in a real-time, online mode?

### **Business Credit Cards**

1. Which card or cards do you offer in your corporate business credit card program?
2. Indicate whether you offer different levels of cards, such as enhanced status cards that offer larger credit limits or other benefits. Describe the extra benefits offered and whether there are any additional charges or limitations.
3. Is your institution the issuing bank, or is a third party used? Describe how this works.
4. What fees will we be billed for the service? How are these payable?
5. Indicate whether there are volume discounts or other fee reductions and identify the volume levels.
6. What fees will the cardholder be billed for the service? How are these payable?
7. Describe any limitations or requirements that apply to individual cardholders, such as credit limits, billing dates and procedures, interest on past due amounts, and lost card procedures.
8. Can we set or recommend credit limits for our employees? Describe any limitations.
9. Do you provide regular (e.g., monthly) reports to us on card usage, delinquencies, and related activities? If so, describe all reports and provide a sample of each one.
10. Describe any other features or service provisions that you believe we might find useful. For example, can a business credit card program be tied to a purchasing/procurement card program?
11. Provide a detailed cost estimate for our service, based on the data supplied. Include all

special one-time charges, regular monthly charges, any optional charges that we may select at implementation or at a later date, and how charges are payable.

## **5. Customer/Bank Relationship**

### **Pricing and References**

1. Please provide an unbundled estimate (in the form of your regular account analysis statement) of monthly (and one-time) charges for all of the services requested. The pricing components should be clearly labeled, and the total charges should be computed using the average volumes provided with this RFP.
2. If you show zeros (0's) on your estimate, indicate whether this means that there is no charge for the item or that you do not have enough data to provide an estimate. Contact us to obtain the data items you require to complete the estimate. Do not provide us with an incomplete estimate.
3. Will your bank guarantee the prices shown in the proposal for at least five years? Describe historical pricing levels, annual price changes, and any other aspects of your bank's pricing policies that are appropriate.
4. If you offer interest, what is the estimated rate you will provide on our operating and depository account? How is interest calculated and when is it applied to the accounts?
5. Will your bank agree to a service level agreement for the services included in this proposal? Describe any restrictions or limitations. If you will not agree to such an agreement for some services, identify those services.
6. Describe a typical service level agreement that you have entered into with a customer, providing appropriate documentation.

### **Customer Service**

1. Will there be a special person assigned to our account for inquiries and/or problem resolution, or is there a special group assigned such tasks? Describe any restrictions or limitations.
2. Is there a technical support hot-line? Is it available toll-free? Indicate hours of the day when it is available.
3. Describe your backup procedures for times when the system is unavailable to us.
4. Please describe any limitations on your customer service, such as hours of availability or special emergency procedures.
5. Describe how you measure and evaluate the quality of your services.
6. Describe any short-term plans (i.e., within the next year) to enhance or otherwise change the service. Will such changes be offered to us without charge and with implementation support?
7. Do you support customer groups or round tables to discuss service issues?



## **Implementation Support**

1. How long does a typical installation take? What factors might alter that time period?
2. Provide a proposed, detailed implementation schedule for our project, including the names or titles of the parties responsible for each major task.
3. Describe the testing procedures.
4. Are any third parties involved in training or system development? If so, describe their roles.
5. Do you provide written user manuals for all services? How many copies do you provide? How often are the manuals updated? Is there a cost to receive updates routinely?
6. Is there an on-site training facility at your location? If so, describe how it is used.

## **Relationship Management and New Services Offered**

1. How often will our account/contact officer call on us?
2. How often will cash management and/or other product specialists call on us?
3. Explain how we can be assured that you will commit to meeting with us and our staff at least quarterly.
4. Describe how you plan to inform us about new banking services that you believe may be of interest to our organization.
5. Are there other services that you are currently offering to governments like us that you believe we should consider (beyond the scope of this RFP)?

## **Compensation and Written Agreements**

1. Can we compensate your bank for services by explicit fees, collected balances, or a combination of the two? Describe any limitations or policies related to compensation methods.
2. What is your bank's compensation horizon for fee compensation, i.e., how frequently must any under-compensation be resolved? Does this also apply to fee/ balance combinations?
3. If compensating balances are used, how long can excess balances be rolled over to be used for future compensation? Does this also apply to fee-balance combinations?
4. Are service charges different (i.e., higher) if we compensate by fees? Are they different if we use a fee-balance combination method?
5. If we pay by fees, describe how fee payments are made, including acceptable payment methods and timing.
6. How is your bank's monthly earnings credit rate calculated? Provide historical rates for the past year.
7. Does your bank charge for daily ledger overdrafts if the average ledger balance in our account for the month is positive? If so, what rate is used?
8. Does your bank charge for daily collected overdrafts if the average collected balance in our account for the month is positive? If so, what rate is used?



9. Is there a way that we can offset potential daily overdrafts in one account with excesses available in other accounts? If so, describe how this would work.
10. Will your bank accept our standard documentation, or must we complete your bank's documentation? If the bank's documentation must be used, provide sample copies and instructions.

## **6. Security and Investments**

### **Collateral**

1. Do you provide online access to collateral statements, including a listing of securities pledged by and the market value assigned to each security?
2. How do you monitor collateralization of our accounts? How frequently does the monitoring occur?
3. How long does it take to provide access to online availability or to disburse monthly reports to us?
4. Provide an example of online schedules, monthly reports, or other documents which would be available.

### **Investments**

1. What does your bank have to offer in terms of acceptable investments for governmental entities in accordance with Louisiana state law?
2. What is the fee structure associated with maintenance and purchasing/selling of securities?
3. Do you provide online access to investment statements?
4. How do you monitor compliance with our investment requirements? Provide an example of online schedules, monthly reports, or other documents which would be available.

### **Debt Service**

1. Do you provide debt service sinking fund accounts?
2. What is the fee structure and rate of investment return associated with maintenance of debt service sinking fund accounts?
3. Do you provide online access to debt service sinking fund statements?
4. How do you monitor compliance with our debt service sinking fund requirements? Provide an example of online schedules, monthly reports, or other documents which would be available.
5. Can you transfer funds on a monthly basis from our operating account to our debt service accounts? Can you disburse funds on our behalf to other agencies as necessary for principal and/or interest requirements?

## **4.2 Performance Measurement/Evaluation**

The purpose of the technical proposal is to demonstrate the experience, qualifications, and competence of, as well as the comprehensiveness of services provided by, the Proposer seeking to serve as Fiscal Agent of the Parish. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should address all the points outlined in this request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this request for proposals.

## **PART V: GENERAL PROVISIONS**

### **5.1 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 is to demonstrate an understanding of the requirements. Proposals shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

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

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

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of St. Tammany shall*

*have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the 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 Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the proposal. The 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 the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

### **5.3 Proposal Clarifications Prior to Submittal**

#### **5.3.1 Pre-proposal Conference**

Omitted as not applicable to this RFP.

#### **5.3.2 Proposer Inquiry Periods**

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close

of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department  
Attn: Director of Procurement  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471  
E-Mail: [procurement@stp.gov](mailto:procurement@stp.gov)

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

### **5.3.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any Parish employee or Provider of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Provider of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 5.3.2 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Provider, the Parish and the incumbent Provider may contact each other with respect to the existing contract only. Under no circumstances may the Parish and the incumbent Provider and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or Parish Provider who violates the Blackout Period may be liable to the Parish in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. Duly noticed site visits and/or conferences for Bidders or Proposers;
2. Oral presentations during the evaluation process; or
3. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### **5.4 Errors and Omissions in Proposal**

The 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 Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Parish or the Proposer. The Parish, at its option, has the right to request clarification or additional information from the Proposer.

#### **5.5 Performance Bond**

Omitted as not applicable to this RFP.

#### **5.6 Changes, Addenda, Withdrawals**

The Parish reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The 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, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### **5.7 Withdrawal of Proposal**

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

#### **5.8 Material in the RFP**

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

## **5.9 Waiver of Administrative Informalities**

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

## **5.10 Proposal Rejection**

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 any or all proposals submitted or to cancel this RFP if it is in the best interest of the Parish to do so.

## **5.11 Ownership of Proposal**

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

## **5.12 Cost of Offer Preparation**

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

## **5.13 Non-negotiable Contract Terms**

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

## **5.14 Taxes**

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

## **5.15 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the

Parish reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **5.16 Prime Provider 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 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.

#### **5.17 Use of SubProviders**

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

If it becomes necessary for the prime Provider to use subProviders, the Parish urges the prime Provider to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subProvider used by the prime should be identified to the Parish.

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

#### **5.18 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

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

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

### **5.19 Acceptance of Proposal Content**

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.

### **5.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

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

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

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

### **5.21 Contract Negotiations**

If, for any reason, the Proposer whose proposal is most responsive to the Parish's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **5.22 Contract Award and Execution**

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Provider will become part of any contract initiated by the Parish.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment "B" of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.



If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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

The Parish intends to award to a single Proposer.

In accordance with Louisiana Law, all corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

### **5.23 Acknowledgment and Waiver of Protest Rights**

Proposer shall execute an Acknowledgment and Waiver (the "Waiver") (Attachment "C") and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver and understands that the Parish's obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

### **5.24 Notice of Intent to Award**

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

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

### **5.25 Insurance Requirements**

The Provider shall comply with all insurance requirements of the Parish as contained in Attachment "D". All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Provider shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

## **5.26 SubProvider Insurance**

The Provider shall include all subProviders as insured's under its policies or shall insure that all subProviders satisfy the same insurance requirements stated herein for the Provider.

## **5.27 Indemnification and Limitation of Liability**

### **5.27.1 Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Provider shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

### **5.27.2 Provider Liability**

Provider shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders.

### **5.27.3 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **5.27.4 Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders. The Provider shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

### **5.27.5 Intellectual Property Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Provider, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Provider believes that it may be enjoined, Provider, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Provider remains in default.

The Provider shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Provider; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

### **5.28 Fidelity Bond Requirements**

Refer to Attachment -D – Insurance Requirements.

### **5.29 Payment**

#### **5.29.1 Payment for Services**

The Parish shall pay the fiscal agent monthly in the form of a deduction from the operating account as a service charge. A detailed analysis statement is required to be provided to the Parish monthly, listing the details of all transactions, amounts, and other information included in the service charge deducted from the operating account. The Parish will audit the detail monthly in accordance with the fee schedule.

## **5.30 Termination**

### **5.30.1 Termination of the Contract for Cause**

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

The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Provider shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

### **5.30.2 Termination of the Contract for Convenience**

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

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

### **5.30.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **5.30.4 Default of Provider**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the Provider to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider will be considered.

### **5.31 Assignment**

The Provider shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Provider 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.

### **5.32 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **5.33 Audit of Records**

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

### **5.34 Civil Rights Compliance**

The Provider 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 Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Provider agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **5.35 Record Retention**

The Provider shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

### **5.36 Record Ownership**

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

### **5.37 Content of Contract/ Order of Precedence**

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

### **5.38 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Parish.

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

### **5.39 Substitution of Personnel**

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

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

### **5.40 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana.

### **5.41 Anti-Kickback Clause**

The Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Provider or subgrantee shall be prohibited from inducing, by any

means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **5.42 Clean Air Act**

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

#### **5.43 Energy Policy and Conservation Act**

The 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).

#### **5.44 Clean Water Act**

The 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.

#### **5.45 Anti-Lobbying and Debarment Act**

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

#### **5.46 Veteran Initiative and Hudson Initiative Programs**

Omitted as not applicable to this RFP.

## **Attachment A**

To aid in preparing your proposal, the following information is submitted for your consideration.

### **Bank accounts:**

One operating account – for the majority of payments and deposits. The Parish requires two image signatures on all checks, and two original signatures on all checks over \$200,000.00.

Three depository accounts – for accumulation of funds as required by bond covenants or by ARPA grant funds. Funds are transferred into/out of this account by “book transfer” monthly by Finance department staff.

One payroll account – funded each payroll for the exact amount of the payroll. Payroll is processed bi-weekly for approximately 750 employees and monthly for approximately 80 employees.

Three grant accounts – used for depositing and paying out grant-funded items required to be kept in a separate account. The Parish requires two original signatures on all checks.

Six departmental depository accounts – for specific deposit types: utilities, environmental services, recording fees, permits, animal services, and culture recreation and tourism. Funds are transferred from this account by “book transfer” monthly to the operating account by Finance department staff.

One third-party account – for workmen’s compensation. Checks are written and signed by a third party on behalf of the Parish.

### **Deposits would be made at branches closest to:**

21454 Koop Drive, Suite 2F1 Mandeville, LA 70471

31078 LA Highway 36, Lacombe, LA 70445

350 N. Military Rd, Slidell, LA 70461

520 Old Spanish Trail, Suite 2F, Slidell, LA 70458



## Attachment A

To aid you in preparing your proposal, the following information is submitted for your consideration, which in no way guarantees activity or balances in the future. Average monthly banking activity for the year ended December 31, 2024 (dollars presented in thousands):

	Interest-Bearing		Payroll	Grant	Department	3rd party/ spending
	Operating	Depository				
Avg. Statement Balance	\$113,211	\$22,800	\$8	\$2,182	\$2,781	\$ 105
Cash Deposited at Branch	\$19	\$-	\$-	\$-	\$84	\$-
No. of Deposits	32	-	-	-	105	-
Deposit Correction	-	-	-	-	-	-
Cash Deposited by Courier	\$1,639	-	-	-	\$35,359	-
Deposited Checks Unencoded	144	-	-	-	602	-
No. of Checks Returned	-	-	-	-	8	-
Image Cash Letter Items	-	-	-	-	3,732	-
ICL Files Sent	-	-	-	-	40	-
No. of Checks Paid	1,085	-	-	-	-	61
Positive Pay Exceptions	3	-	-	-	-	-
Positive Pay Exception Return	1	-	-	-	-	-
Positive Pay Issued Uploaded	1,132	-	-	-	-	13
Positive Pay Voids Uploaded	34	-	-	-	-	1
Items Recon. Positive Pay	854	-	-	-	-	-
ARP Cancels/Voids	-	-	-	-	-	-
Image File Download Mtc.	1	-	-	-	-	-
Direct Download Fee/File	2	-	-	-	-	-
File Transfer-Direct Mtc.	1	-	-	-	-	-
Reconciliation Mtc. Deposit	-	-	-	-	-	-
Items Reconciled-Deposit	-	-	-	-	-	-
Recon Output Automated	1	-	-	-	-	-
ACH Online Credit Origination	29	-	1,578	-	-	-
ACH Online Debit Origination	36	-	327	-	3,715	-
ACH Input-Batch Processed	7	-	6	-	5	-
ACH Received Debit	21	-	3	-	27	-
ACH Received Credit	36	-	-	1	173	-
ACH Return Items	1	-	1	-	12	-
ACH Debit Filter Protection	-	-	-	-	-	-
ACH Debit Filter Authorization	-	-	-	-	-	-
Online Outgoing Wire	-	-	-	-	-	-
Book Transfer Online	18	4	3	1	6	4
Incoming Wire Transfer	10	-	-	-	-	-
Incoming Wire Email	-	-	-	-	-	-

	Investments	Debt Service Sinking Funds		Escrow Accounts	
	Fiscal Agent	Sales Tax District 3	Tammany Utilities	CBMB Short-Term	CBMB Long-term
Avg. Statement Balance	\$180,596	\$3,237	\$1,488	\$947	\$814
No. of Purchases	2	-	-	-	-
No. of Sales/Calls	2	-	-	-	-
No. of Deposits	-	1	1	-	1
No. of Withdrawals (Annual)	-	4	2	-	-

## Attachment B

### CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtMunisContractNum»

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

#### 1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

«txtScopeSummary»

#### 2. OPTION TO RENEW

The Parish has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Parish shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

#### 3. NOTICE TO PROCEED

The Parish, through the Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed.

If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays.

#### **4. INSURANCE REQUIREMENTS**

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this Contract shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

#### **5. LIABILITY AND INDEMINIFICATION**

##### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

##### **B. Contractor Liability**

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every

name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### **E. Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **6. TAXES**

Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes,

interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

## **7. PARISHSHIP**

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

## **8. PAYMENT OF INVOICES**

- A. Invoices for services shall be submitted by Provider to Parish for review and approval
- B. All invoices must indicate the Parish Purchase Order Number and Work Order Number and shall be submitted to the address below:

St. Tammany Parish Government  
ATTN: Accounts Payable  
P.O. Box 628  
Covington, LA 70434

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice

until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.

- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

## **9. JURISDICTION**

This Contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.

## **10. NON-ASSIGNABILITY**

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

## **11. BUDGET LIMITATIONS**

The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies

to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the Budget Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **12. SEVERABILITY**

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

## **13. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;



- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

**B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

**D. Default of Contractor**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

**E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.**

**F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.**

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

#### **14. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

#### **15. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any

act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and 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 requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

## **16. INDEPENDENT CONTRACTOR**

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Contractor (as defined in LSA-R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this Contract. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related

contracts, unless done so in writing by the Parish. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

## **17. RECORDATION OF CONTRACT**

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

## **18. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

This Contract is executed in **One (1)** original. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_

**Michael B. Cooper**  
**Parish President**

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney**  
**Civil Division**

\_\_\_\_\_  
Date

## Attachment C

### ACKNOWLEDGMENT AND WAIVER

\_\_\_\_\_ (“Proposer”) hereby acknowledges that it has received Request for Proposal No. \_\_\_\_\_ (“RFP”), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESSES:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





## INSURANCE REQUIREMENTS\*

Professional Services Project: Fiscal Agent Services

RFP#: 25-6-3

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

**Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.**

*These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.*

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.



1. **Commercial General Liability\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
- a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury.



2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;
- or**
- b) Owned autos; **and**
  - c) Hired autos; **and**
  - d) Non-owned autos.
- (If no owned vehicles, hired and non-owned may be acceptable, subject to the review and approval of St. Tammany Parish, Office of Risk Management.)



3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Bankers Professional Liability (Errors and Omissions)\*** insurance in the minimum limit of \$10,000,000 per claim preferably written on an occurrence basis. A claims-made form may be acceptable by the Parish under the following conditions: 1) the retroactive date must be placed prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND 2) certification is provided that the liability policy contains an Extended Reporting Period "tail" providing continuation of coverage for at least twenty-four (24) months following the completion of Contractor's services/work.



5. **Financial Institution Bond** (Bankers Blanket/Fidelity Bond) in the minimum amount of \$10,000,000 to protect the Parish from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors.



6. **Cyber Liability (including Third Party Protection)** is required in the sum of at least \$10,000,000 per occurrence for any loss resulting in failure to protect any confidential data/information retained and/or transmitted within your systems including, but not limited to: Network Security Liability, Network Privacy Liability, Data Breach; Crisis Management; Unauthorized Access/Use; Computer Virus; Denial of Service Attack; Denial of Access; Improper Transmission of Data; Libel, Cyber-Libel, Slander; Product Disparagement; Violation of Right of Privacy; Misappropriation and Plagiarism; Fraud; Replacement or Restoration of Electronic Data; Extortion Threats; Public Relations Expense; Security Breach Remediation.

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government  
Attn: Risk Management  
P O Box 628  
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

**\*NOTICE:** St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

**Any inquiry regarding these insurance requirements should be addressed to:**

**St. Tammany Parish Government  
Office of Risk Management  
P O Box 628  
Covington, LA 70434  
Telephone: 985-898-5226  
Email: riskman@stpgov.org**

**Attachment E**

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS  
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
  
2. That affiant 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 the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant 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 in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Entity name:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_  
**Notary Public**  
**Print Name:** \_\_\_\_\_

**Notary I.D./Bar No.:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING  
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION  
SYSTEM**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**

**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_  
**Notary Public**

**Attachment F-1**  
**Sample Scoring Matrix**  
**RFP # 25-6-3**  
**Fiscal Agent Services**

\_\_\_\_\_  
 Vendor/Business Name

\_\_\_\_\_  
 Evaluator's Name

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	10pts		
Comprehensiveness of Services Provided	25pts		
Interest Rate Offered	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the project	15pts		
Overall costs and fees to be charged	20pts		
Proposal Quality and References	10pts		

**Vendor Total**

**100pts**

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment F-2**  
**Vendor Scoring Matrix**  
**RFP # 25-6-3**  
**Fiscal Agent Services**

Vendor/Business Name \_\_\_\_\_

The Respondent must clearly designate that they meet each category of the scoring criteria stated below. The Respondent must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score.

<b>CRITERIA</b>	<b>Briefly describe how your proposal meets the requirement and where in your proposal supports your justification</b>
Compliance with the RFP	
Comprehensiveness of Services Provided	
Interest Rate Offered	
Qualifications of the Respondent, including, but not limited to, its experience and personnel assigned to the project	
Overall costs and fees to be charged	
Proposal Quality and References	

# Attachment G

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_,  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS  
AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT  
LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,  
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE  
ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID  
OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,  
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY  
SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

## Attachment H

### Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

*Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.*

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:

Contract #:

(Name St. Tammany Parish Government as an additional insured).

**CERTIFICATE HOLDER****CANCELLATION**

St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE