

REQUEST FOR PROPOSALS

*For Fiscal Agent to Provide Banking Services to the Jefferson Parish Economic
Development Commission*



RFP Number: 181031

Firm Name: _____

Proposal Receipt Date: _____

Proposal Receipt Time: _____

*Jefferson Parish Economic Development Commission
700 Churchill Parkway
Avondale, LA 70094*

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PART I – ADMINISTRATIVE AND GENERAL INFORMATION

RFP FOR BANKING SERVICES

This request provides all potential banking institutions with relevant information required to submit a proposal for serving as the fiscal agent for the Jefferson Parish Economic Development Commission.

Background

The Jefferson Parish Economic Development Commission (JEDCO) is soliciting proposals from institutions to act as fiscal agent for all bank accounts under JEDCO's oversight. It is expected that a contract will be awarded following public advertisement of the RFP, evaluation of submitted proposals, selection of the winning proposal, and approval by JEDCO's Board of Commissioners. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

Purpose

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION (JEDCO) will receive proposals to provide banking services to JEDCO at JEDCO's Administration Building, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway in Avondale, LA 70094 on October 31, 2018 at or before the hour of 10:00 a.m. All proposers must submit sealed proposals in accordance with the instructions provided within this RFP.

A copy of the Request for Proposals may be picked up at JEDCO's Administration Building, 700 Churchill Parkway, Avondale, LA 70094 or by contacting JEDCO at (504) 875-3908 or email at cgrows@jedco.org. The Request for Proposals will be available on JEDCO's website at <http://www.jedco.org/public-notifications/> from October 10 thru October 24, 2018.

JEDCO reserves the right to reject any and all proposals, to modify the terms of this RFP within three (3) days of the deadline for submission, negotiate with one or more of the firms, to call for additional proposals, or to refrain from accepting any proposal. The contract that JEDCO expects to award shall in no event become effective until an award of contract is approved by resolution of JEDCO's Board of Commissioners.

Schedule of Events

	Date
1. RFP Posted/Advertised	October 10-24, 2018
2. Deadline to receive written inquiries	October 22, 2018
3. Deadline to answer written inquiries	October 24, 2018
4. Proposal Receipt Date	October 31, 2018
5. Identification of Winning Proposal	November 13, 2018

The formal selection of a proposal will not be finalized unless and until the contract is approved by the JEDCO Board of Commissioners.

NOTE: JEDCO reserves the right to deviate from these dates.

Proposal Submittal

Proposals must be submitted according to the following instructions:

Sealed proposals will be received at JEDCO's Administration Offices, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway, Avondale, LA 70094, until 10:00 a.m. on October 31, 2018.

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

- RFP No.
- Institution Name: _____
- Proposal Receipt Date: _____
- Proposal Receipt Time: _____

Proposals will be received at:

*Jefferson Parish Economic Development Commission (JEDCO)
ATTN: Cynthia Grows
700 Churchill Parkway
Avondale, Louisiana 70094*

All proposals must be received by JEDCO by October 31, 2018, no later than 10:00 AM.

Responders to this RFP are solely responsible for the timely delivery of proposals and for ensuring that its courier service provider makes inside deliveries to our physical location. JEDCO is not responsible for any delays caused by the firm's chosen means of proposal delivery. Failure to meet the RFP receipt date and time shall result in rejection of the proposal.

Rejection of Irregular Proposals

JEDCO reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

Number of Response Copies

Each firm shall submit one (1) signed original response along with five (5) additional copies of the proposal. In addition, electronic copies may be submitted on flash drive, as long as data is formatted as a Microsoft Word document and/or Adobe PDF.

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 firm's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP are also desired. Each firm is solely responsible for the accuracy and completeness of its proposal.

Confidentiality

All documents submitted to JEDCO are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a firm deems any document submitted to JEDCO under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the firm shall clearly mark the documents as "Confidential" prior to delivering or making them available to JEDCO.

- 1. If JEDCO receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the firm of such request; provided, however, that if any action is commenced against JEDCO under the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold JEDCO harmless from any costs, damages, penalties or other consequences of JEDCO's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action will authorize JEDCO to voluntarily provide the information for disclosure under the supervision of the court;*
- 2. JEDCO assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Records Act, and may use or disclose such unmarked documents as public records.*
- 3. The firm is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are 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 firm as a result of or in connection with the submission of this proposal, JEDCO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit JEDCO's right to use or disclose data obtained from any source, including the firm, without restrictions."

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

The firm shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, JEDCO shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit JEDCO from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting JEDCO in its evaluation of the proposal. JEDCO 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.

Inquiry Periods

*An initial inquiry period is hereby firmly set for all interested firms to perform a detailed review of the RFP documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing and received by the close of business on October 22, 2018. Initial inquiries shall not be entertained thereafter.*

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

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

Inquiries shall be submitted in writing by an authorized representative of the firm, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by JEDCO. All inquiries and responses will be posted to the JEDCO website by close of business on October 24, 2018.

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

Jefferson Parish Economic Development Commission (JEDCO)
ATTN: Cynthia Grows
700 Churchill Parkway
Avondale, Louisiana 70094
Phone/Fax: (504) 875-3908
E-mail: cgrows@jedco.org

Required Affidavits

All persons or firms who are under contract that was awarded on a non-bid basis with JEDCO or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with JEDCO or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full-time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be approved in writing by JEDCO. The person or firm under contract shall provide to JEDCO detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior written approval by JEDCO. Failure to comply with this section shall result in termination of the contract between JEDCO and the firm.

In addition, the firm contracting or proposing to contract with JEDCO or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Board of Commissioners of the contract or contract amendment:

- 1. An affidavit attesting:*
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and*
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and*
- 2. An affidavit attesting to:*
 - a. Any and all campaign contributions that the affiant has made to elected officials of Jefferson Parish during the current term; and*
 - b. Any and all debts owed by the affiant to any elected or appointed official of Jefferson Parish, and any and all debts owed by any elected or appointed official of Jefferson Parish to the affiant; and attesting:*
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.*

Changes, Addenda, Withdrawals

If the firm 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, in a sealed envelope, prior to the RFP receipt date. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal receipt date.

Cost of Offer Preparation

The firm assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

Acceptance of RFP Content

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

Contract Negotiations

If for any reason the firm(s) whose proposal is most responsive to the JEDCO'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 JEDCO may negotiate with the next most responsive firm. Negotiation may include revision of non-mandatory terms, conditions, and requirements. JEDCO must approve the final contract form and the contract must be ratified by the JEDCO Board of Commissioners.

Cancellation of RFP or Rejection of Proposals

JEDCO reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of JEDCO to do so.

Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by pertinent JEDCO staff for the purpose of selecting the firm with whom JEDCO shall contract. If required, written or oral discussions may be conducted with any or all of the firms to make this determination.

Written recommendation for award shall be made to the JEDCO Board of Commissioners for the firm(s) whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, price and other factors considered.

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

Award

Award shall be made to the firm whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, considering price and other factors. The award may be made on the basis of the initial offer or as noted.

Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the JEDCO's Board of Commissioners for selection.

After the selection, JEDCO will notify all unsuccessful firms as to the outcome of the evaluation process.

Audit of Records

The monitoring and auditing of the firm's records shall be allowed to JEDCO and any other appropriate entity.

EEOC and ADA Compliance

The contracting party agrees to abide by the requirements of the following as applicable: 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 Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The contracting party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the contracting party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the RFP; and 3) the firm's proposal.

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 Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

Claims or Controversies

The awarded firm(s) does, by signing a contract pursuant to this RFP with JEDCO, agree that the 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 firm 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 any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

Bank Failure

Should the Bank fail, close, merge with or be acquired by another institution, or be forced into reorganization during the term of this contract, JEDCO reserves the right to cancel the contract and re-advertise for a Fiscal Agent.

PART II – OVERVIEW OF JEDCO AND ITS BANKING REQUIREMENTS

General Information

The Jefferson Parish Economic Development Commission (JEDCO) is a special district of Jefferson Parish, Louisiana created by House Bill No. 908 of the 1987 Regular Session of the Louisiana Legislature. The name under which it was created is Jefferson Parish Economic Development and Port District, but in accordance with its bylaws, it operates under the name Jefferson Parish Economic Development Commission.

JEDCO's Existing Bank Accounts

- *General Fund – Demand Deposit Account*
- *Jefferson Edge Special Revenue Fund – Demand Deposit Account*
- *Economic Development Administration (EDA) Revolving Loan Special Revenue Fund – Demand Deposit Account*
- *Business Recovery Grant and Loan Program (BRGL)/Louisiana Revolving Capital Fund Program (LRCF) – Demand Deposit Account*
- *Innovation Loan and Technical Assistance Program (ILTAP) Special Revenue Fund – Demand Deposit Account*
- *Department of Housing and Urban Development (HUD) Revolving Loan Agency Fund – Demand Deposit Account*

In addition to the bank accounts listed above, JEDCO has two affiliated entities, each having its own demand deposit account. These entities are:

- *Forward Jefferson Corporation (FORJ) – Demand Deposit Account (Non-profit)*
- *JEDCO Development Corporation – Demand Deposit Account (Non-profit)*

The primary account utilized by the JEDCO is the General Fund Demand Deposit Account, with deposits and disbursements being made daily. All of the other accounts have limited activities. A more detailed description of banking services required by the JEDCO follows:

Required Banking Services

- *Bank statements on each account will be required monthly and must be available by the fifth working day following the last day of the month. The cycle for each statement must be the first through the last day of each month. JEDCO requires the availability to review and print all canceled checks for any given month.*
- *JEDCO anticipates that it will be rare for any of the checks it deposits into its accounts monthly will be returned due to insufficient funds or other reasons. If this does occur, the bank will “rerun” these items at least once before returning them to the JEDCO.*

- *Stop payments will be issued only in the case of lost or stolen checks. JEDCO estimates the frequency of this occurrence to be low.*
- *JEDCO receives wire transfers from other governmental agencies. The bank must have wire transfer capabilities and JEDCO must receive timely telephone notification of incoming wire transfers.*
- *JEDCO currently allows direct deposit of its employees for payroll checks. The selected bank must be capable of supporting this service.*
- *JEDCO needs the ability to activate remote deposits, accept ACH deposits and use Electronic Bill Presentation and Payments (EBPP). The selected bank must be capable of supporting this service.*
- *Louisiana revised statutes require that banks collateralize all deposits of JEDCO with pledged securities that have a market value equal to or in excess of the JEDCO's aggregate deposit balances. JEDCO requires that the pledged securities be held in joint custody between the pledging bank and JEDCO. The "pledging" bank will be required to pay for any and all wire transactions which are necessary to support the collateralization process. It is further required that the pledging banks provide, free of charge to JEDCO, monthly evidence of the adequacy of collateralization. While deposit levels vary through the course of the year, at any point in time, JEDCO's total deposit balances range between \$3,000,000 and \$4,600,000. Proposers must have the financial capacity to accommodate this level of collateralization.*
- *JEDCO requires Internet access for four users which will allow the following activities with regard to JEDCO accounts:*
 - 1) *Balance inquiries*
 - 2) *Check inquiries and viewing*
 - 3) *Daily account activity inquiries*
 - 4) *Issuing stop payments*
 - 5) *Initiating transfers between JEDCO accounts*
 - 6) *Wire transfer origination*

Include details explaining the process to activate Internet accessibility.

- *JEDCO accepts credit card payments from third parties. The selected bank must be capable of handling this service.*
- *Upon reviewing the proposals, JEDCO may determine that its needs will be best met by more than one service provider. JEDCO reserves the right to accept one or more of the proposals offered based on the proposal, or combination of proposals, which it feels best meet its needs.*

PART III – SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

Submission Requirements

Proposals submitted for consideration should follow the format and order described below. Only submittals typed and properly signed by an authorized representative of the firm will be accepted. The absence of signatures will disqualify the proposal.

Each submission must include the following information and enclosures:

- 1) Cover letter: Provide a cover letter that introduces the proposing firm and contract parties. The cover letter should include a summary of the proposer's ability to provide JEDCO's required banking services and confirm that the proposer is willing to provide those services and negotiate a contract with JEDCO. Cover letters should contain contact information for the proposer and should be signed by a person having authority to negotiate and to commit the proposer to a contract. If longevity of the institution and financial health cannot be gleaned from the most recent financial statements, then this letter can also demonstrate the aforesaid.
- 2) Table of Contents: Provide a clear table of contents listing each required submission section detailed below.
- 3) The completed Banking Services Response Form (included in this RFP as Addendum I)
- 4) Any ancillary documentation or explanations that clarify the bank's responses on the Banking Services Response Form
- 5) Explanation of additional services offered with pricing that might be of benefit to JEDCO
- 6) A copy of the bank's most recent financial statements
- 7) A copy of the bank's most recent Community Reinvestment Act Performance Rating as well as a copy of the most recent CRA statement
- 8) A list of all officers and directors of the bank as well as the names of individuals who will be contract parties with respect to the JEDCO accounts. Include roles and experience of each individual.
- 9) Address list of all branch locations within Jefferson Parish
- 10) Description of civic and community involvement in Jefferson Parish
- 11) Required Affidavits (included in this RFP as Addendum II)
- 12) Proposal Certification Form (included in this RFP as Addendum III)
- 13) General Professional Services Questionnaire (included in this RFP as Addendum IV)
- 14) Three references of public entities (clients) within the last three years
- 15) Describe the institution's level of expertise in providing financial services for a public entity

Selection Criteria

In addition to details outlined under Required Banking Services and Submission Requirements, JEDCO will select the proposal(s) that are in the best interest of JEDCO in terms of cost and ability to meet JEDCO's banking needs.

SCORE SHEET FOR FISCAL AGENT- RFP # 181031

100 PTS

Proposer's Name _____

- A. *Demonstrate a level of expertise in providing financial services for a public entity and review of references from clients (20 points)* _____
- B. *Ability to meet JEDCO's banking needs as outlined in Part II of the RFP (30 points)* _____
- C. *Cost of banking services (15 points)* _____
- D. *The financial institution must be a state or federally chartered commercial bank with commercial branch banking facilities within Jefferson Parish (10 points)* _____
- E. *Civil and community engagement in Jefferson Parish (10 points)* _____
- F. *Financial health of institution (15 points)* _____

Contract Term

The contract is for a three-year term beginning January 1, 2019 and ending on December 31, 2021 with an option to renew for two additional years. The contract that JEDCO expects to award shall in no event become effective until an award of contract is approved by resolution of JEDCO's Board of Commissioners. The contract commencement date and termination date will be contingent upon Board approval and will be included in the contract.

ADDENDUM I: Banking Services Response Form

Bank Name _____

Officials Submitting _____

Title of Officer _____

Address _____

Telephone _____

E-Mail Address _____

	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. <i>The Bank agrees to perform all duties and obligations of a fiscal agent for JEDCO in conformance with Louisiana revised statutes and all applicable federal laws and regulations for the period January 1, 2019 through December 31, 2021.</i>	_____	_____	
2. <i>The bank agrees to secure deposits at 100% of their value in conformity with the provisions of Louisiana Revised Statute 39:1221.</i>	_____	_____	
3. <i>The bank agrees to handle non-interest bearing accounts without service charge or charges for returned items.</i>	_____	_____	
4. <i>The bank agrees to waive service charges for items deposited into interest bearing accounts but returned unpaid.</i>	_____	_____	
5. <i>When requested, the bank agrees to provide assistance in the investment of funds in short-term Certificates of Deposit, U.S. Treasury Bills, and with any other investment procedures as may become available under law.</i>	_____	_____	

6. The bank agrees to an end of month cut-off date on all accounts. Statements will be forwarded to JEDCO within five (5) working days of the end of the month.

7. Interest on interest bearing accounts shall be calculated using the following rates:

8. The bank agrees to assess service charges on all interest-bearing accounts as follows:

- | | |
|--|-------|
| A. Account Maintenance | _____ |
| B. Debit Transactions | _____ |
| C. Credit Transactions | _____ |
| D. Per Item Deposit Charges | _____ |
| E. Overdraft Charges | _____ |
| F. Stop Payment Fee | _____ |
| G. Wire Transfers | _____ |
| H. Internet Access Fees | _____ |
| I. Scanning of Deposits | _____ |
| J. Transaction Analysis Charges | _____ |
| K. Automated Clearing House (ACH) | _____ |
| L. Electronic Bill Presentation and Payment (EBPP) | _____ |

M. Other Charges:

9. *JEDCO is not charged by its current fiscal agent for direct deposit of employee payroll checks. If JEDCO will incur services charges as a result of this service, itemize them below. Include any set-up charges that might apply.*

10. *Describe the charges for processing credit card payments. This should include any minimum monthly fees, as well as the percentage to be charged for each transaction by the bank. Also, describe any fees charged by the credit card companies.*

11. *Describe the charges for processing remote deposits. This should include any minimum monthly fees, as well as the percentage to be charged for each transaction by the bank. Also, describe any additional fees charged for the remote deposit service.*

12. *JEDCO generally acquires signature cards on an annual basis. Describe the process for acquiring signatures and any charges affiliated with the process. This should include any minimum monthly fees.*

--

13. *Monthly not-to-exceed cost (first 3 year term)* _____

14. *Monthly not-to-exceed cost (2 year extension)* _____

ADDENDUM II. Proposal Certification Form

This proposal to RFP No. 181031, Request for Proposals for a Fiscal Agent to Provide Banking Services to the Jefferson Parish Economic Development Commission, is being submitted by the undersigned authorized agent(s) who certify that the proposer(s) have proper board approval or other authority to submit this proposal on behalf of the banking institution identified herein. Further, if this proposal is accepted by JEDCO it shall become a binding agreement for the bank(s) named herein to act as fiscal agent for JEDCO.

Bank Name

Address

By

Name and Title

ADDENDUM III: Required Affidavits

The following pages contain affidavits that must be completed, signed, notarized, and submitted with the proposal. Failure to submit the attached affidavit forms will result in rejection of the proposal.

Request for Proposal Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to JEDCO complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(6) of the Jefferson Parish Code of Ordinances**

Instruction sheet may be omitted when submitting the affidavit

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
the party who submitted a proposal in response to RFP Number _____, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by 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

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.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

ADDENDUM IV: General Professional Services Questionnaire

The following pages contains a general professional services questionnaire instructions and questionnaire that must be completed, signed and submitted with the proposal. Failure to submit the attached questionnaire form will result in rejection of the proposal.

General Professional Services Questionnaire Instructions

- The General Professional Services Questionnaire shall be used for all professional services except outside legal services and architecture, engineering, or survey projects.
- **The General Professional Services Questionnaire should be completely filled out. Complete and attach ALL sections. Insert “N/A” or “None” if a section does not apply or if there is no information to provide.**
- Questionnaire must be dated and signed by an authorized representative of the Firm. Failure to sign the questionnaire shall result in disqualification of proposer pursuant to J.P. Code of Ordinances Sec. 2-928.
- All subcontractors must be listed in the appropriate section of the Questionnaire. Each subcontractor must provide a complete copy of the General Professional Services Questionnaire, applicable licenses, and any other information required by the advertisement. Failure to provide the subcontractors' complete questionnaire(s), applicable licenses, and any other information required by the advertisement shall result in disqualification of proposer pursuant to J.P. Code of Ordinances Sec. 2-928.
- If additional pages are needed, attach them to the questionnaire and include all applicable information that is required by the questionnaire.

General Professional Services Questionnaire

A. Project Name and Advertisement Resolution Number:

B. Firm Name & Address:

C. Name, title, & contact information of Firm Representative, as defined in Section 2-926 of the Jefferson Parish Code of Ordinances, with at least five (5) years of experience in the applicable field required for this Project:

D. Address of principal office where Project work will be performed:

E. Is this submittal by a JOINT-VENTURE? Please check:

YES

NO

If marked “No” skip to Section H. If marked “Yes” complete Sections F-G.

F. If submittal is by JOINT-VENTURE, list the firms participating and outline specific areas of responsibility (including administrative, technical, and financial) for each firm. Please attach additional pages if necessary.

1.

2.

General Professional Services Questionnaire

G. Please specify the total number of support personnel that may assist in the completion of this Project:
H. List any professionals that may assist in the completion of this Project. If necessary, please attach additional documentation that demonstrates the employment history and experience of the Firm's professionals that may assist in the completion of this Project (i.e. resume). Please attach additional pages if necessary.
PROFESSIONAL NO. 1
Name & Title:
Name of Firm with which associated:
Description of job responsibilities:
Years' experience with this Firm:
Education: Degree(s)/Year/Specialization:
Other experience and qualifications relevant to the proposed Project:

General Professional Services Questionnaire

PROFESSIONAL NO. 2
Name & Title:
Name of Firm with which associated:
Description of job responsibilities:
Years' experience with this Firm:
Education: Degree(s)/Year/Specialization:
Other experience and qualifications relevant to the proposed Project:

General Professional Services Questionnaire

PROFESSIONAL NO. 3
Name & Title:
Name of Firm with which associated:
Description of job responsibilities:
Years' experience with this Firm:
Education: Degree(s)/Year/Specialization:
Other experience and qualifications relevant to the proposed Project:

General Professional Services Questionnaire

PROFESSIONAL NO. 4
Name & Title:
Name of Firm with which associated:
Description of job responsibilities:
Years' experience with this Firm:
Education: Degree(s)/Year/Specialization:
Other experience and qualifications relevant to the proposed Project:

General Professional Services Questionnaire

PROFESSIONAL NO. 5
Name & Title:
Name of Firm with which associated:
Description of job responsibilities:
Years' experience with this Firm:
Education: Degree(s)/Year/Specialization:
Other experience and qualifications relevant to the proposed Project:

General Professional Services Questionnaire

I. List all prior projects that best illustrate the Firm's qualifications relevant to this Project. Please include any and all work performed for JEDCO. Please attach additional pages if necessary.

PROJECT NO. 1

Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

PROJECT NO. 2

Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

General Professional Services Questionnaire

PROJECT NO. 3	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

PROJECT NO. 4	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

General Professional Services Questionnaire

PROJECT NO. 5	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

PROJECT NO. 6	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

General Professional Services Questionnaire

PROJECT NO. 7	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

PROJECT NO. 8	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

General Professional Services Questionnaire

PROJECT NO. 9	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

PROJECT NO. 10	
Project Name, Location and Owner's contact information:	Description of Services Provided:
Length of Services Provided:	Cost of Services Provided:

General Professional Services Questionnaire

J. Use this space to provide any additional information or description of resources supporting Firm's qualifications for the proposed project.

K. To the best of my knowledge, the foregoing is an accurate statement of facts.

Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

ADDENDUM V: Sample of Professional Contract

The following sheet includes a Sample of Professional Contract for review.

SAMPLE OF PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT
AND
INSERT BANK NAME

PARISH OF JEFFERSON
STATE OF LOUISIANA

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by and between the Jefferson Parish Economic Development and Port District herein represented by its President & CEO, Jerry Bologna, (hereinafter referred to as "JEDCO"), and bank name, authorized to do and doing business in the State of Louisiana, represented herein by name of bank officer, (hereinafter referred to as "BANK"). JEDCO and BANK may be referred to herein as "Party", individually and "Parties", collectively.

SECTION 1. THE PROJECT

JEDCO hereby contracts with BANK to perform all necessary services in connection with the project defined as follows:

To provide banking services as stated in the official BANK proposal response to JEDCO's Request for Proposal for a Fiscal Agent, RFP Number 181031 submitted on date.

SECTION 2. DOCUMENTS

The BANK shall furnish to JEDCO all required banking products and service forms and agreements to be executed by JEDCO in order to perform project. The BANK shall furnish copies of any project documents requested by JEDCO. JEDCO shall furnish, without charge, all standard information that JEDCO now has in its files that may be of use to the BANK.

SECTION 3. NOTICE TO PROCEED

Banking services provided by BANK to JEDCO under this AGREEMENT shall commence on January 1, 2019 for an initial three-year term ending December 31, 2021. The contract term can be considered for extension for a two-year period beginning January 1, 2022 and ending December 31, 2023 if mutually agreed on by both parties. An extension of this AGREEMENT requires approval of the JEDCO Board of Commissioners.

SECTION 4. PAYMENTS

All invoices submitted shall contain an acknowledgement that no subcontractors or person, excluding full time employees of the BANK, have been added to work on this project without prior JEDCO approval.

JEDCO shall pay BANK _____, per month, over the term of this AGREEMENT for banking services rendered as detailed in BANK proposal submitted to JEDCO in response to RFP Number 181031 on _____. The total contract cost shall not exceed _____, without the approval of the JEDCO Board of Commissioners. BANK agrees at the request of JEDCO to provide new banking products and services that would be beneficial to JEDCO at additional costs.

If JEDCO agrees to extend this AGREEMENT for two-year period, JEDCO shall pay BANK _____ per month for banking services rendered as detailed in BANK proposal submitted to JEDCO in response to RFP Number 181031 on _____, under same stipulations as noted above. The total contract cost during the extension years shall not exceed _____ per year, without approval of the JEDCO Board of Commissioners.

Fees and expenses are to be paid within thirty (30) days of completion and presentation of invoice from BANK.

SECTION 5. TERMINATION OR SUSPENSION

The terms of this AGREEMENT shall be binding upon the Parties hereto until the work has been completed and accepted by JEDCO and all payments required to be made to the BANK have been made; but this contract may be terminated under any or all of the following conditions:

- 1.) By mutual agreement and consent of the parties hereto.
- 2.) By JEDCO as a consequence of the failure of the BANK to comply with the terms, process, or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the BANK.
- 3.) By either party upon failure of the other party to fulfill its obligations, as set forth in this contract.
- 4.) By satisfactory completion of all services and obligations described herein.
- 5.) By either JEDCO or BANK thirty (30) days from receipt of written notice.

This AGREEMENT shall be for three (3) years beginning on January 1, 2019 and ending on December 31, 2021. The contract period may be extended by two (2) years if mutually agreed upon by both Parties.

Upon termination, the BANK shall be paid for actual work performed prior to notice of termination or a pro rata share of the basic fee on the phase or percentage of work actually completed. Upon termination, the BANK shall deliver to JEDCO all original documents, noted drawings, tracings, computer files, and files except the BANK'S personal and administrative files.

The JEDCO Board of Commissioners shall terminate a professional services agreement in the event false or misleading information is given to JEDCO in the

proposal submitted by BANK in response to RFP Number 181031; or in the acknowledgement submitted with each invoice that no subcontractors or persons, excluding full time employees of the BANK, have been added without prior Board of Commissioners approval; and, further, any and all Parties found to be in violation of the provisions of this resolution or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or BANK under contract with JEDCO to provide professional services and any and all subcontractors improperly added to such a contract, shall be disqualified from contracting with JEDCO to provide professional services for one year after such violation is discovered and shall be assessed a penalty payable to JEDCO in the amount of five thousand (\$5,000.00) in liquidated damages for each violation.

SECTION 6. INSURANCE

BANK shall secure and maintain at its expense, such insurance that will protect it and JEDCO from claims under the Workman's Compensation Act and from claims for bodily, death or property damage that may arise from the performance of services under this AGREEMENT. Insurance for bodily injury or death shall be in the amount of \$500,000.00 for one person and not less than \$500,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of \$100,000.00 for each accident and less than \$500,000.00 aggregate.

Business Automobile liability insurance shall have a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage for the following coverage: (a) any automobiles, (b) hired automobiles, (c) non-owned automobiles, and (d) uninsured motorists.

Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

The BANK shall also secure and maintain at their expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00).

All certificates of insurance shall be furnished to JEDCO upon request and shall provide that insurance will not be cancelled without fifteen (15) days' notice to JEDCO. JEDCO may examine the policy upon request, but has no duty to approve all insurance policies prior to commencing of any work.

SECTION 7. INDEPENDENT CONTRACTOR

JEDCO hereby engages BANK as independent contractor to render professional services to and/or on behalf of JEDCO and BANK hereby accepts such engagement effective upon execution of this AGREEMENT. It is understood and agreed by the parties hereto that BANK is entering into this AGREEMENT in the capacity of an independent contractor and that nothing contained in this AGREEMENT is intended to be construed as creating any other relationship between JEDCO and BANK.

The parties hereto acknowledge and agree that JEDCO shall not: (a) withhold federal or state income taxes; (b) withhold federal social security tax (FICA); (c) pay

federal or state unemployment taxes for the account of BANK; or (d) pay workman's compensation insurance premiums for coverage for BANK.

On the other hand, BANK agrees to be responsible 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.

SECTION 8. NOTICE

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

BANK:

JEDCO: Jerry Bologna
President and CEO
JEDCO
700 Churchill Parkway
Avondale, LA 70094

Written notices hereunder delivered personally shall be deemed communicated as actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail in accordance with this Paragraph.

SECTION 9. GENERAL

Except to the extent arising from JEDCO's gross negligence or willful misconduct, the BANK shall defend, indemnify and hold harmless JEDCO, its officers, directors, partners and employees ("Indemnitees") against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, contractor or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by the Bank, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by the BANK under this AGREEMENT.

Further, the BANK hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any such loss, damage, injury or other casualty pursuant to this AGREEMENT. The BANK further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions in the AGREEMENT.

The BANK warrants that they have not employed or retained any company or person, other than bona fide employees working solely for the BANK, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the BANK, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of violation of this warranty, JEDCO shall have the right to annul this contract without liability.

SECTION 10. ASSIGNMENT

This AGREEMENT being for the personal services of the BANK, shall not be assigned, sublet, transferred or subcontracted in whole or in part by the BANK, as to services to be performed hereunder without consent of JEDCO.

SECTION 11. SUBMISSION TO JURISDICTION OF JEFFERSON PARISH

This AGREEMENT shall be deemed to be a contract 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 contractor 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 any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 12. LEGAL COMPLIANCE

JEDCO and the Bank shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13. EMPLOYMENT OF PARISH PERSONNEL

BANK certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the Parish of Jefferson.

SECTION 14. ENTIRE AGREEMENT

The AGREEMENT and the attached documents represent the entire AGREEMENT between JEDCO and the BANK and supersede all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both JEDCO's President and CEO and the BANK. However, if amendment results in increased cost to JEDCO, prior approval of amendment by the JEDCO Board of Commissioners is required.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the

same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (or.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

IN TESTIMONY WHEREOF, they have executed this AGREEMENT the day and year first above written:

(SIGNATURES ON FOLLOWING PAGE)

Professional Services Contract Between the Jefferson Parish Economic Development
and Port District and _____.

WITNESSES:

JEDCO

Print Name

BY: _____
Jerry Bologna
President and CEO

Print Name

Print Name

BANK NAME
BY: _____
???????
President

Print Name