

*REQUEST FOR PROPOSALS*

*For Fiscal Agent to Provide Banking Services to  
the Jefferson Parish Economic Development and Port District (“JEDCO”)  
and its Related Entities*



*RFP Number: 231012*

*Bank Name: \_\_\_\_\_*

*Proposal Receipt Date: \_\_\_\_\_*

*Proposal Receipt Time: \_\_\_\_\_*

*JEDCO  
700 Churchill Parkway  
Avondale, LA 70094*

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**RFP FOR FISCAL AGENT TO PROVIDE BANKING SERVICES TO THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT (“JEDCO”) AND ITS RELATED ENTITIES**

*This request provides eligible banking institutions with relevant information required to submit a proposal to serve as the fiscal agent for the Jefferson Parish Economic Development and Port District and its related entities for an initial three-year term, with an option to renew for an additional two years.*

**Background**

*The Jefferson Parish Economic Development and Port District, also known as the Jefferson Parish Economic Development Commission (“JEDCO”), is an independent yet complementary arm of Jefferson Parish government. JEDCO’s mission is to build a resilient, equitable, diverse and competitive economy by driving the retention and creation of quality jobs, entrepreneurship, innovation, and investment in Jefferson Parish.*

*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 or the Executive Committee of the Board. 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 and its related entities 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 12, 2023, 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 the JEDCO’s Administration Building, 700 Churchill Parkway, Avondale, LA 70094, or by contacting JEDCO at (504) 875-3908 or email at [info@jedco.org](mailto:info@jedco.org). The Request for Proposals will be available on JEDCO’s website at <http://www.jedco.org/public-notifications/> from September 13, 2023 to October 4, 2023.*

*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 Banks, to call for additional proposals, to refrain from accepting any proposal, and to contract with more than one proposer. The contract(s) 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 or its Executive Committee.*

**Schedule of Events**

**Date**

- |  |                           |
|--|---------------------------|
| 1. RFP Posted/Advertised                 | Sept. 13 – Oct. 4, 2023   |
| 2. Deadline to receive written inquiries | Oct. 4, 2023              |
| 3. Deadline to answer written inquiries  | Oct. 6, 2023              |
| 4. Proposal Receipt Date                 | Oct. 12, 2023 at 10:00 AM |
| 5. Interviews with Proposers (as needed) | Oct. 16 – Oct. 27, 2023   |
| 6. Identification of Winning Proposal    | Nov. 1, 2023              |

The formal selection of a proposal will not be finalized unless and until the contract is ratified by the JEDCO Board of Commissioners or Executive Committee and signed by an authorized signatory.

**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 Oct. 12, 2023.

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

- RFP No. 231012
- Banking Institution Name: \_\_\_\_\_
- Proposal Receipt Date: \_\_\_\_\_
- Proposal Receipt Time: \_\_\_\_\_

Banking Institutions 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 bank’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**

Proposals not meeting the stated minimum terms and qualifications may be rejected by JEDCO as non-responsive. JEDCO reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

### **Review of Proposals**

*All proposals will be reviewed by a committee consisting of JEDCO staff, JEDCO Board members and JEDCO's third party accounting consultant. This committee will review all proposals that meet the minimum qualifications.*

### **Number of Response Copies**

*Each bank shall submit one (1) signed original response along with six (6) additional copies of the proposal. In addition, an electronic copy of the proposal must 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 bank's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, that provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, are also desired. Each bank 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 bank 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 bank 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 bank 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 Public Records Act, and may use or disclose such unmarked documents as public records.*
- 3. The bank is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal that 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 bank 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 bank, without restrictions.”*

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

*The bank 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 banks 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 4, 2023. 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 banks to conduct their in-depth proposal review and submit inquiries in a timely manner.*

*Further, JEDCO recognizes that additional questions or requests for clarification may generate from JEDCO’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.*

*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 bank, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by JEDCO. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective banks.*

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

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

### ***Insurance Requirements***

*Bank must meet or exceed JEDCO's required Insurance coverage requirements, which are:*

- a. Bank shall procure and keep in force during the term of the Agreement, at bank's own cost and expense, the following policies of insurance with companies licensed to do business in the State of Louisiana:
  - i. Workers' Compensation as required by law and Employer's Liability in the amount of \$100,000 for each accident and not less than \$500,000 aggregate.*
  - ii. Business Automobile liability insurance with a combined single limit of \$1,000,000 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.*
  - iii. Commercial General Liability (bodily injury and property damage) with a Combined Single Limit of at least \$1,000,000 per occurrence and at least \$2 million in the aggregate.*
  - iv. Bank shall secure and maintain at their expense professional liability insurance in the sum of at least \$1,000,000.**

*In addition to the above policies, JEDCO will require the bank to have Cyber, Crime and Fiduciary. Coverage amounts will be determined with the selected bank.*

*JEDCO will review the winning bank's insurance policies prior to the execution of a contract to ensure satisfactory coverage amounts.*

### ***Required Affidavits***

*All persons or banking institutions 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 bank, 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 bank 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 bank 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 bank.*

*In addition, the bank 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 or its Executive Committee 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 bank directly or indirectly.**

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

*If the bank 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.*

### **Cost of Offer Preparation**

*The bank 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.*

**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, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, bank failure and termination based on contingency of appropriation of funds.*

**Proposal Validity**

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

**Prime Contractor Responsibilities**

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

**Acceptance of RFP Content**

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

**Contract Negotiations**

*If for any reason the bank 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 bank. 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 or its Executive Committee.*

**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 a JEDCO Evaluation Committee, consisting of JEDCO staff, JEDCO board members and JEDCO's third party accounting consultant, for the purpose of selecting the bank with whom JEDCO shall contract. 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.*

*Written recommendation for award shall be made to the JEDCO Board of Commissioners or its Executive Committee for the bank 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 bank whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, considering price and other factors considered.*

*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 JEDCO's Board of Commissioners or its Executive Committee for selection. After the selection, JEDCO will notify all unsuccessful proposers as to the outcome of the evaluation process.*

**Indemnification**

*The successful bank(s) shall defend, indemnify and hold harmless JEDCO, its officers, directors, partners and employees 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 the contract.*

*Further, the bank shall agree 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 shall further agree to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions within the contract.*

**Termination**

*JEDCO may terminate any contract entered into as a result of this RFP for cause based upon the failure of the bank to comply with the terms and/or conditions of the contract; provided JEDCO gives the bank written notice specifying the bank's failure. If within ten (10) days after receipt of such notice, the bank shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the bank in default and the contract shall terminate on the date specified in such notice. The bank may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the bank shall give JEDCO written notice specifying JEDCO's failure.*

*JEDCO may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the bank. The bank shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.*

*JEDCO may terminate any contract entered into as a result of this RFP based on mutual agreement and consent of both parties, as a consequence of the failure of the bank to comply with the terms or quality of work in a satisfactory manner, proper allowance being*

*made for circumstances beyond the control of the bank, provided JEDCO will give the bank written notice of any such failure and ten (10) days or more if authorized in writing by JEDCO's President & CEO to cure any such failure, and for convenience by issuing the bank thirty (30) days written notice.*

**Assignment**

*Assignment of contract requires the advanced written approval of JEDCO's Board of Commissioners or its Executive Committee.*

**No Guarantee of Quantities**

*JEDCO does not guarantee quantity or services required in the scope of work defined in Part III. The bank shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.*

*The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by JEDCO to increase or decrease the amount, at the unit price stated in the proposal. JEDCO does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.*

**Audit of Records**

*The monitoring and auditing of the bank'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 that 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 bank's proposal.*

**Contract Changes**

*No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the written approval of both JEDCO and the selected bank.*

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

**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 bank 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 bank 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 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.*

**Bank Failure**

*Should the selected bank fail, close, merge with or be acquired by another institution, or be forced into reorganization during the term of the contract, JEDCO reserves the right to cancel the contract and re-advertise an RFP for a fiscal agent.*

## **PART II – OVERVIEW OF JEDCO AND ITS BANKING REQUIREMENTS**

### **A. General Information**

*The Jefferson Parish Economic Development and Port District (“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.*

### **B. 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*
- *Economic Development Agency (EDA) COVID-19 Revolving Loan Fund – Demand Deposit Account*
- *Department of Housing and Urban Development (HUD) SEA Revolving Loan Fund – Demand Deposit Account*
- *CARES Economic Development Administration (EDA) Revolving Loan Fund – Demand Deposit Account*
- *SSBCI Microlending Program – 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 JEDCO is the General Fund Demand Deposit Account, with deposits and disbursements occurring daily. The other accounts, in comparison, have more limited activities but still require daily deposits and disbursements.*

### **C. Required Banking Services**

*JEDCO requires the following banking services:*

- *Monthly bank statements on each account will be required and must be made available electronically to JEDCO by the 5<sup>th</sup> (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 ability to review and print all canceled checks for any given month.*

- *JEDCO anticipates that it will be rare for any checks it deposits into its accounts to be returned due to insufficient funds or other reasons. If this does occur, JEDCO requires the bank to “rerun” these items at least once before returning them to 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 requires direct deposit of its employees’ payroll checks. The selected bank must be capable of supporting this service.*
- *JEDCO needs the ability to activate remote deposits, execute ACH debits and credits, and use Electronic Bill Presentation and Payments (EBPP). The selected bank must be capable of supporting these services.*
- *Louisiana revised statutes require that banks collateralize all JEDCO deposits with pledged securities that have a market value equal to or in excess of 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 access for 6 (six) users to the bank’s online portal.*
- *The bank’s online portal must allow the following activities with regard to JEDCO accounts:*
  - 1) *Balance inquiries*
  - 2) *Check inquiries, viewing and printing*
  - 3) *Daily account activity inquiries*
  - 4) *Issuing stop payments*
  - 5) *ACH debits*
  - 6) *ACH credits*
  - 7) *Initiating transfers between JEDCO accounts*
  - 8) *Wire transfer origination*
  - 9) *Electronic bill paying*
- *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 meets its needs.*

#### ***D. Optional Banking Services: Investment Options***

*JEDCO currently deposits and invests its cash balances in a collective pool with other local government entities, that offers daily liquidity without transaction fees and 24-hour online access. The banking institution proposer will not be scored on this element, but JEDCO is interested in reviewing its options.*



## **PART III –SUBMISSION REQUIREMENTS AND SELECTION CRITERIA**

### **A. 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 bank 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 bank 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 enter into 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 sworn statement of the bank's financial condition at the close of business on the first day of the month prior to the month in which the proposal is submitted.*
- 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 experience of each individual and their roles related to the JEDCO accounts.*
- 9) Address list of all branch locations within Jefferson Parish.*
- 10) Description of civic and community involvement in Jefferson Parish and support of JEDCO's initiatives*
- 11) Proposal Certification Form (included in this RFP as Addendum II)*
- 12) General Professional Services Questionnaire (included in this RFP as Addendum III)*
- 13) Required Affidavits (included in this RFP as Addendum IV)*

- 14) Describe the institution's level of expertise in providing financial services for a public entity.
- 15) Include three client references of public entities served by the bank within the last three years, including the name of public entity, contact name, contact phone number and contact email address.
- 16) Cost Proposal: Include proposer's fees, credit card fees and other costs of services.
- 17) Optional Service: Investment Options for Cash Balances. Include fund name, year of inception, governance structure, rate of liquidity, latest annual report, current Standard & Poor's or equivalent rating, total amount of assets under management, liquidity, average yield over the last year and 2023 yield to date. Is online portal available? Include transaction and other fees.

**B. Selection Criteria**

Proposals submitted in response to this RFP will be evaluated and scored in accordance with the following criteria:

<b>CATEGORY</b>	<b>POINTS</b>
A. Ability to meet JEDCO's banking needs as outlined in Part II of the RFP	30
B. Demonstrated level of expertise in providing financial services to a public entity and review of references from clients	20
C. Cost of banking services	15
D. Financial health of institution	15
E. Civic and community engagement in Jefferson Parish and support of JEDCO's initiatives	10
F. Is the financial institution a state or federally chartered commercial bank with commercial branch banking facilities within Jefferson Parish? Y=10, N=0	10
<b>TOTAL</b>	<b>100</b>

**Period of Agreement**

The term of any contract resulting from this solicitation shall be for an initial three (3) years beginning on (or about) January 1, 2024 and ending on December 31, 2026, with an option to renew for an additional two (2) years by mutual agreement of both parties. The contract(s) to be awarded by JEDCO will not become effective until approved by resolution of the JEDCO Board of Commissioners or its Executive Committee.

**ADDENDUM I. BANKING SERVICES RESPONSE FORM**

Please complete the following Banking Services Response Form.

**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, 2024 through December 31, 2026.</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. <i>The bank agrees to an end of month cut-off date on all accounts. Statements will be forwarded to</i>			

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:

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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:

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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.*

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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.*

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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.*

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12. *JEDCO generally acquires signature cards of its authorized signers on the accounts annually. Describe the process for acquiring signatures and any charges affiliated with the process. This should include any minimum monthly fees.*

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

\_\_\_\_\_

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

\_\_\_\_\_

**ADDENDUM II. PROPOSAL CERTIFICATION FORM**

The following certification form must be signed by an authorized agent.



**ADDENDUM II: Proposal Certification Form**

*This proposal to RFP No. 231012, Request for Proposals for a Fiscal Agent to Provide Banking Services to the Jefferson Parish Economic Development and Port District (“JEDCO”) and its Related Entities, 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.*

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*Bank Name*

---

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*Address*

---

*By*

---

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*Name and Title*

**ADDENDUM III. CONTRACT TO SERVE AS JEDCO'S FISCAL AGENT**

The following pages contain the contract JEDCO will utilize with its fiscal agent.

**ADDENDUM III: Contract to Serve as JEDCO's Fiscal Agent**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
[BANK NAME]  
AND  
THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT**

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Jefferson Parish Economic Development and Port District, hereinafter referred to as JEDCO, represented by Gerald A. Bologna, President & CEO, duly authorized to act pursuant to the provisions of JEDCO Board of Commissioners resolution, adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023, and [BANK] authorized to do and doing business in the State of Louisiana, represented herein by \_\_\_\_\_, hereinafter referred to as "BANK".

**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 Proposals for a Fiscal Agent, RFP No. 231012, submitted on \_\_\_\_\_, 2023.

**SECTION 2. – DOCUMENTS**

The BANK shall furnish to JEDCO all required banking product 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**

JEDCO'S President & CEO or his designee shall give BANK a notice to proceed on all work. The BANK shall commence the services within ten (10) days after receipt of such notification.

**SECTION 4. – PAYMENTS**

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

JEDCO shall pay BANK not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) per month, commencing January 1, 2024 through December 31 2026, for JEDCO's banking services as detailed in BANK proposal submitted to JEDCO on \_\_\_\_\_, 2023. The total contract cost shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) per year without approval of the JEDCO Board of Commissioners or its Executive Committee. BANK agrees at the request of JEDCO to provide new banking products and services that would be beneficial to JEDCO at additional costs.

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

### **SECTION 5. TERM**

This AGREEMENT shall be for three (3) years beginning on January 1, 2024 and ending on December 31, 2026. The contract period may be extended by two one-year periods if mutually agreed upon by both parties.

### **SECTION 6. – 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, progress, or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of 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.

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.

In addition, JEDCO, by resolution of the JEDCO Board of Commissioners or Executive Committee, shall terminate a professional services agreement in the event false or misleading information is given to JEDCO in the required professional services questionnaire; in the affidavit identifying all subcontractors and persons, excluding full time employees of the BANK, who would assist in providing professional services for the project; or in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the BANK, have been added without prior council approval by resolution; 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 dollars (\$5,000.00) in liquidated damages for each such violation.

### **SECTION 7. – INSURANCE**

BANK shall procure and keep in force during the term of the Agreement, at bank’s own cost and expense, the following policies of insurance at a minimum with companies licensed to do business in the State of Louisiana:

- (i) Workers' Compensation as required by law and Employer's Liability in the amount of \$100,000 for each accident and not less than \$500,000 aggregate.
- (ii) Business Automobile liability insurance with a combined single limit of \$1,000,000 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.
- (iii) Commercial General Liability (bodily injury and property damage) with a Combined Single Limit of at least \$1,000,000 per occurrence and at least \$2 million in the aggregate.
- (iv) Bank shall secure and maintain at their expense professional liability insurance in the sum of at least \$1,000,000.
- (v) Cyber insurance at the following amounts: \_\_\_\_\_
- (vi) Crime insurance at the following amounts: \_\_\_\_\_
- (vii) Fiduciary insurance at the following amounts: \_\_\_\_\_

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 8. – INDEPENDENT CONTRACTOR**

JEDCO hereby engages BANK as an 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.

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 9. – 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 by nationally recognized overnight courier service, or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

BANK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JEDCO: Gerald Bologna  
President & CEO  
700 Churchill Parkway  
Avondale, LA 70094

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

**SECTION 10. – GENERAL**

Except to the extent arising from JEDCO's gross negligence or willful misconduct, BANK shall defend, indemnify and hold harmless JEDCO, its officers, directors, partners and employees ("Indemnities") 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 11. - 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 the express written consent of JEDCO.

#### **SECTION 12. – 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 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

#### **SECTION 13. - 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 14. - EMPLOYMENT OF JEDCO 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 JEDCO.

#### **SECTION 15. – ENTIRE AGREEMENT**

This 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 & CEO and the BANK.

However, if amendment results in increased cost to JEDCO, prior approval of amendment by the JEDCO Board of Commissioners or Executive Committee is required.

This AGREEMENT is 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 (“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 on the day and year first above written.

WITNESSES:

JEDCO

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

BY: \_\_\_\_\_  
Jerry Bologna  
President & CEO

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

BANK

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

BY: \_\_\_\_\_

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



**ADDENDUM IV. GENERAL PROFESSIONAL SERVICES QUESTIONNAIRE**

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. See additional instructions on the next page.

## **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 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.**

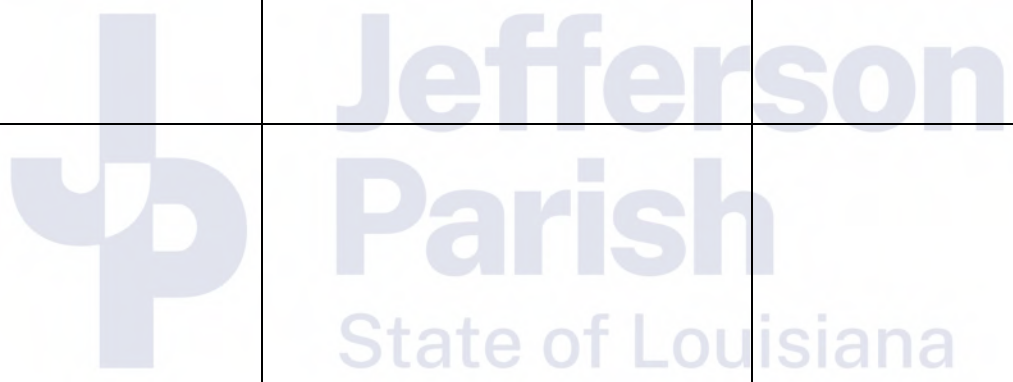
**2.**

## General Professional Services Questionnaire

**G. Has this JOINT-VENTURE previously worked together? Please check: YES \_\_\_\_\_ NO \_\_\_\_\_**

**H. List all subcontractors anticipated for this Project. Please note that all subcontractors must submit a fully completed copy of this questionnaire, applicable licenses, and any other information required by the advertisement. See Jefferson Parish Code of Ordinances, Sec. 2-928(a)(3). Please attach additional pages if necessary.**

Name & Address:	Specialty:	Worked with Firm Before (Yes or No):
1.		
2.		
3.		
4.		
5.		



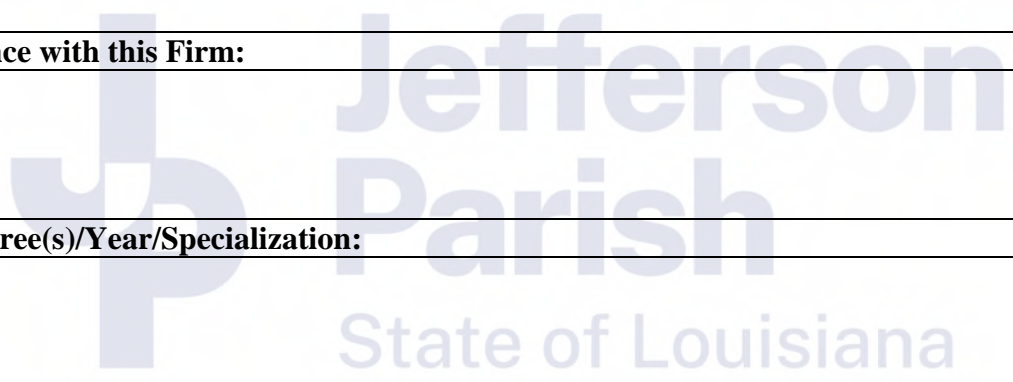
**General Professional Services Questionnaire**

<b>I. Please specify the total number of support personnel that may assist in the completion of this Project:</b> _____
<b>J. 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.</b>
<b>PROFESSIONAL NO. 1</b>
<b>Name &amp; Title:</b>
<b>Name of Firm with which associated:</b>
<b>Description of job responsibilities:</b>
<b>Years' experience with this Firm:</b>
<b>Education: Degree(s)/Year/Specialization:</b>
<b>Other experience and qualifications relevant to the proposed Project:</b>



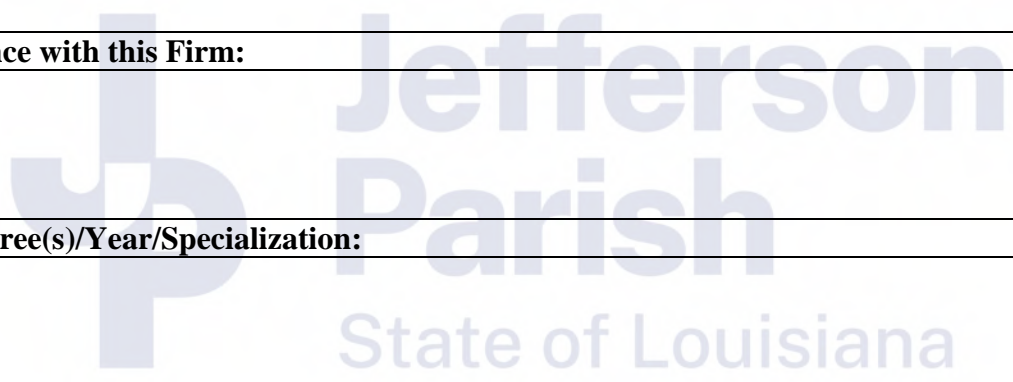
**General Professional Services Questionnaire**

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



**General Professional Services Questionnaire**

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







**General Professional Services Questionnaire**

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

**PROJECT NO. 1**

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

**PROJECT NO. 2**

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

**General Professional Services Questionnaire**

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

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

**General Professional Services Questionnaire**

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

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

**General Professional Services Questionnaire**

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

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

**General Professional Services Questionnaire**

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

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

**General Professional Services Questionnaire**

**L. List all prior and/or on-going litigation between Firm and Jefferson Parish. Please attach additional pages if necessary.**

<b>Parties:</b>		<b>Status/Result of Case:</b>
<b>Plaintiff:</b>	<b>Defendant:</b>	
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		

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



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

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

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

**ADDENDUM V. 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 Jefferson Parish 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 \_\_\_\_\_.