

OFFICIAL REQUEST FOR PROPOSAL
BANKING SERVICES

For

East Baton Rouge Parish Sheriff's Office

Proposal Due Date: May 5, 2023
10:00 A.M.

April 10, 2023

**REQUEST FOR PROPOSAL
FOR
FISCAL AGENT CONTRACT
WITH THE
EAST BATON ROUGE PARISH SHERIFF'S OFFICE**

PART I. GENERAL INFORMATION

1.1 Background

The East Baton Rouge Parish Sheriff's Office ("Sheriff") seeks full service banking services, for the period from July 1, 2023 through June 30, 2026 with two, one-year options of renewal from July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028. The selection of a qualified Fiscal Agent is the intent and purpose of this Request for Proposal (RFP). It is imperative that the financial records of the Sheriff be handled in a manner that is fiscally conservative and with the utmost fiduciary responsibility.

1.2 Purpose

The purpose of this RFP is to obtain competitive proposals from qualified Fiscal Agents located in East Baton Rouge Parish who are interested in providing banking services to the Sheriff.

1.3 Goals and Objectives

The Sheriff desires to receive bank depository services including, but not limited to, the following specifications:

1. The Proposer shall have primary contacts for services located in Louisiana.
2. The Proposer shall have available a web-based platform to access services including, but not limited to, the ability to verify bank accounts.
3. The Proposer shall furnish appropriate collateral procedures which are in accordance with appropriate Louisiana statutes.
4. The Proposer shall furnish cancelled checks in electronic image form.
5. The Proposer shall furnish a schedule for other available services and the fees charged for these services, if mutually agreed upon by both parties.
6. The Proposer shall furnish monthly reports on including, but not limited to, bank accounts, electronic transactions, collateral, etc.
7. The Proposer shall agree to furnish corporate credit cards in the names of certain Sheriff's Deputies with a minimum credit limit of \$40,000.
8. The Proposer shall provide remote deposit services and supply the software and hardware for these services.
9. The proposer shall have a branch location in East Baton Rouge Parish.
10. The proposer shall currently operate lockbox site in order to timely process EBR Parish property tax payments.

1.4 Definitions

- A. Discussions – For the purposes of this RFP presentation, there shall be a formal, structured means of conducting electronic or oral communications with responsible Proposers that submit proposals in response to this RFP.
- B. Sheriff – East Baton Rouge Parish Sheriff’s Office – Sheriff Sid J. Gautreaux, III
- C. Mandatory Requirements – The term “shall” denotes mandatory requirements.
- D. Permissible Action – The term “may” denotes an advisory or permissible action.

1.5 Schedule of Events

The following outlines the planned schedule of major events of the RFP distribution, proposal submission, and the evaluation process:

RFP notice published in the official journal	April 10, 2023
RFP posted to Sheriff Website	April 10, 2023
Deadline to receive electronic inquiries	April 24, 2023 – 3:00pm
Deadline to answer electronic inquiries	April 28, 2023 – 3:00 pm
Deadline for acceptance of proposals	May 5, 2023 – 12:00 pm
Award recommendation made to Sheriff	May 9, 2023
Selection by Sheriff and written intent to award	May 10, 2023
Initiation of service	July 1, 2023

NOTE: The Sheriff reserves the right to deviate from these dates with 72 hours’ notice posted at the Sheriff website, <http://www.EBRSO.com> - All times noted are Central Standard Time (CST).

1.6 Inquiry Submittal

All inquiries shall be received electronically by the Sheriff no later than the date and time shown in the Schedule of Events.

Important: Clearly mark email transmission with the following information and format:

Proposal Name: RFP for Fiscal Agent Contract

Proposal Inquiry Due Date: April 24, 2023, at 3:00 pm (CST)

Inquiries shall be submitted via email only to David Yellott, Chief Financial Officer at DYellott@ebrso.org

Proposer is solely responsible for ensuring that its electronic inquiry submissions are successfully transmitted. The Sheriff is not responsible for any delays.

1.7 Proposal Submittal

This RFP is available in electronic form at the Sheriff's website at <http://www.EBRSO.org>

All proposals shall be received by registered or certified mail or hand delivered no later than the date and time shown in the Schedule of Events.

Proposer is solely responsible for ensuring that its submission is successfully delivered. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be hand delivered or submitted via registered or certified mail only to:
East Baton Rouge Sheriff's Office
Attn: Skip Rhorer
222 St. Louis St., Room 290
Baton Rouge, LA 70802

PART II. EVALUATION

The following criteria shall be evaluated when reviewing the proposals: The proposal shall be evaluated in light of the material and the substantiating evidence presented to the Sheriff.

2.1 Financial Proposal (Value of 30 Points)

The information provided in response to this Section shall be used in the Financial Evaluation to calculate lowest evaluated cost. The following financial criteria shall be evaluated:

- Interest rate/earnings credit rate offered on the collected balances in the accounts.
- Fees for other available services proposed by the Proposer should be submitted as a fee schedule and attached to the proposal as an exhibit.
- Estimated fee and time table for implementing banking services.

2.2 Technical Capabilities (Value of 20 points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, may include, but are not limited to: leading edge sophistication of product offerings, nature and quantity of future considerations, security features and disaster recovery capabilities, organization of government banking division, etc.

2.3 Experience Proposal (Value of 20 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, may include, but are not limited to: Past Service provided to the EBR Sheriff's Department, Past Service provided to the Sheriff's Association of Louisiana, Past Service provided to the Sheriff's Pension and Relief Fund, Past experience with respect to the use of lockboxes to collect property taxes, Past Service provided to other Law Enforcement Agencies in Louisiana.

2.5 Implementation costs and process (Value of 20 points)

The Proposer shall provide a detailed schedule of implementation plan for ongoing banking services. This schedule is to include implementation actions, timelines, training, costs, equipment programming, connectivity, etc.

2.4 Financial Strength of Institution (Value of 10 points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors include the latest Moody's Long Term/Senior Unsecured and Short Term/Commercial Paper Credit ratings, the same S&P ratings, the Tier 1 Common Ratio and the Market Capitalization Size.

PART III. PROPOSAL RESPONSE FORMAT

3.1 Proposal Response Format

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

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Sheriff. The letter shall be signed by a person having the authority to commit the Proposer to a contract as evidenced by a corporate resolution.
- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Organization: Detail the general organizational structure of the bank and how this particular banking service will be handled within that organizational structure.
- D. Experience: Describe the history and background of Proposer, its financial strength and stability, with related services to government entities.
- E. Implementation: Provide a detailed implementation plan for ongoing banking services. This schedule is to include, but not be limited to, implementation actions, timelines, training and responsible parties.

- F. Service Solution: Affirm that the Proposer can provide the required banking services and provide a brief description of how the service will work. Names, locations and resumes of current service officers, their particular responsibilities and contact information.
- G. Fee Schedule: Proposer's fees and other costs shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Sheriff. This schedule shall also include interest income, both as to cost and as to interest earnings.

Proposers may submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Sheriff to consider including, but not limited to, innovative concepts or other plans which Proposer desires considered.

3.2 Signed Proposal

The proposal shall be signed by an authorized representative of Proposer who has the authority to obligate the Proposer as evidenced by a corporate resolution.

3.3 Number of Response Copies

Each Proposer shall submit one (1) electronically signed original response.

3.4 Legibility/Clarity

The Proposer's response to the requirements of this RFP in the format requested is mandatory with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. The Proposer's proposal should be prepared in a straightforward, concise manner. The Proposer's ability to meet the requirements of the RFP should be illustrated. The Proposer is solely responsible for the accuracy and completeness of its proposal.

3.5 Confidentiality

Only proposals and addenda thereto that contain actual proprietary information shall be held confidential by the Sheriff provided that these proposals and addenda thereto are marked in the following manner. The Proposer shall mark the cover sheet of the Proposal with the following legend specifying the pages of the proposal and addenda thereto, if applicable, 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 privileges or confidential information and such data shall only be disclosed for evaluation purposes. If a contract is awarded to a Proposer as a result of or in connection with the submission of this proposal, the contract shall be drafted in accordance with the Louisiana Public Records Law."

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

It should be noted, however, that data bearing the aforementioned legend may be subject to release under the provision of the Louisiana Public Records Law, R.S. 44:1, *et seq.*, if the matter is deemed “not proprietary” by a court of competent jurisdiction. The Sheriff assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract would become a matter of public record.

3.6 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the bid documents and to submit any electronic questions relative thereto. The Sheriff shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay. The Sheriff reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Sheriff employee. The Sheriff shall only consider electronic and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the Sheriff. Answers to questions that change or substantially clarify the solicitation may become an addendum to the proposal.

Inquiries concerning this solicitation shall be delivered via email only to: DYellott@ebrso.org which is also where inquiry answers shall also be submitted.

3.7 Changes, Addenda, Withdrawals

The Sheriff reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP. It is the responsibility of the Proposer to check the Sheriff website for addenda to the RFP, if any.

If the Proposer needs to submit changes or addenda, such shall be submitted via email, by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening; such shall meet all requirements for the proposal. If the Proposer chooses to withdraw its proposal response, the withdrawal notice shall be sent via email and received prior to proposal opening.

3.8 Cost of Offer Preparation

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

3.9 Non-negotiable Contract Terms

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

3.10 Taxes

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

3.11 Proposed Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Sheriff reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

3.12 Prime Proposer's Responsibilities

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

3.13 Electronic or Oral Discussions

Electronic or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and the award made on the basis of the initial offers so proposals should be complete and reflect the most favorable term available from the Proposers.

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

Electronic or oral discussions for clarification may be conducted to enhance the Sheriff's understanding of any or all of the proposals submitted. Neither negotiations nor changes to Proposers' proposals shall be allowed during these discussions. Proposals may be accepted without such discussions.

3.14 Acceptance of Proposal Content

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

3.15 Ownership of Proposal

All electronic documents submitted in response to this request become the property of the Sheriff. Selection or rejection of a response does not affect this right. All proposals submitted will be maintained by the Sheriff and not returned to the proposers.

3.16 Contract Negotiations

If for any reason the Proposer, whose proposal is most responsive to the Sheriff's needs, fees and other evaluation factors set forth in the RFP considered, does not agree to a contract, that Proposer shall be rejected and the Sheriff may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow fee alterations. The Legislative Auditor must approve the final contract form and execute the contract to complete the process.

3.17 Cancellation of RFP or Rejection of Proposals

The Sheriff 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 the Sheriff to do so.

3.18 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee shall determine which proposals are reasonably susceptible of being selected for award. If required, electronic 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 Sheriff for the Proposer, whose proposal shall be the most advantageous to the Sheriff, fees and other factors considered.

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

3.19 Award

The Sheriff intends to award to a single Proposer. The award shall be made to the Proposer whose proposal, conforming to the RFP, shall be the most advantageous to the Sheriff with the highest points, fees and other factors considered.

3.20 Notice of Intent to Award

Upon review and approval of the Evaluation Committee's recommendation for award, the Sheriff shall issue an Intent to Award letter both electronically and via U.S. Mail to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before June 30, 2023. If this date is not met, the Sheriff may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

3.21 FDIC Insurance Requirements

Proposer shall be a federally insured depository institution organized under the laws of the State or of any other State of the United States, or under the laws of the United States. Proposer shall be a member of the Federal Reserve and shall be fully insured with the Federal Deposit Insurance Corporation.

3.22 Payment for Services

The Sheriff desires to pay for services either utilizing the interest earned on the interest bearing accounts or utilizing the earnings credit earned on such designated accounts. The Sheriff shall pay the Proposer in accordance with the agreed upon fee structure as set forth in Proposer's Exhibit attached to the proposal. The Proposer may electronically debit the Sheriff's account monthly, if so designated by the Sheriff. Invoiced payments shall be made by the Sheriff within approximately thirty (30) days after receipt of a properly executed invoice and approval by the Sheriff.

3.23 Termination

The Sheriff or Proposer may terminate this contract, with or without cause, with 120 days written notice.

3.24 Assignment

Assignment of Contract, or any payment under the Contract, requires the advanced written approval of the Sheriff.

PART IV. MANDATORY CONTRACT FORM

4.1 Scope of Work/Services

This Contract shall include the minimum of all services underlying the payroll and operational issues described in Section 1.1. It shall also include all collateralization agreements.

4.2 Period of Agreement

The term of any Contract resulting from this solicitation shall begin on July 1, 2023, and end on June 30, 2026 with two, one-year options of renewal from July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028.

4.3 Record Retention

The Proposer shall maintain all records in relation to this Contract for a period of at least seven (7) years.

4.4 Record Ownership

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

4.5 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 subsequent addenda, if any; and (3) the Proposer's proposal.

4.6 Contract Changes

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

Changes to the Contract include any change in compensation, beginning/ending date of the Contract, scope of services, and/or Proposer change through the Assignment of Contract process. Any such changes, once approved, shall result in the issuance of an amendment or memorandum of understanding to the contract executed by the Sheriff and an authorized representative of the Proposer.

4.7 Substitution of Personnel

Proposer shall notify the Sheriff thirty (30) days in advance of a change in the primary contact person. If substantial changes in personnel occur, the Sheriff shall have grounds for changing or canceling the contract. The notification must be in writing.

4.8 Force Majeure

The Proposer of the Sheriff shall be exempted from performance under the Contract of any period that the Proposer or the Sheriff is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or the Sheriff has prudently and promptly acted to make any and all corrective steps that the Proposer or the Sheriff can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination for the Contract.

4.9 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law.

PART V. REQUIRED BANKING SERVICES

1. Proposer shall provide a service through which the Sheriff can access the Bank's systems, such as Information Reporting, Funds Transfer, Stop Payments, Check Image Retrieval, Positive Pay Exception Review and others.
2. Proposer shall provide monthly bank statements in an electronic format.
3. Proposer shall provide ACH services for the Sheriff's use to originate Direct Deposit of Payroll and for other purposes such as vendor payments.
4. Proposer shall provide EDI reporting of detail information accompanying ACH receipts.
5. Proposer shall provide services for wire transfers.
6. Proposer shall provide Fraud Prevention Services to include ACH Debit Block, Post No Checks, and Positive Pay for the purposes of monitoring and preventing fraudulent checks and electronic transactions.
7. Proposer shall provide detailed disbursement transaction detail in a downloadable file format for the Sheriff to use to automate the account reconciliation process.
8. Proposer shall provide remote deposit services for checks received at the Sheriff's office. Please include information on compatible equipment.

9. Proposer shall provide Lockbox Services for the purposes of processing Property Taxes and other receipts. Please describe how you propose to process these payments and electronically deliver the information to the Sheriff for posting. Images of items shall also be available for the Sheriff's review through a web-based browser.
10. Proposer shall provide an interface from the Sheriff's website to allow for credit card and electronic check payments over the Internet. The service shall allow for merchant fees to be paid by the taxpayer or other payer through the use of a Convenience Fee.
11. Proposer shall provide credit cards for EBRSO approximately 30 employees with a credit limits ranging from \$2,000 – \$40,000 for Accounts Payable, Travel & Entertainment, and incidental purchases.
12. Proposer shall provide interest-bearing accounts and non-interest bearing accounts. Please provide the rates you will pay for interest and Earnings Credit Allowance and how they are calculated. Please identify what % of funds, if any, are held as reserve requirements, and thus not afforded interest or Earnings Credit Allowance.
13. Proposer shall furnish appropriate collateralization for all funds deposited in the Sheriff's accounts in accordance with Louisiana Revised Statute 49:321 et seq.
14. Please identify the team of individuals assigned to service the Sheriff's relationship and their qualifications.
15. Please describe how you propose to implement the Sheriff's relationship through an implementation plan to include training of EBRSO staff and a timeline for the training and implementation.
16. Please describe your Disaster Recovery Plan.
17. Proposer may provide information on additional services that would enhance the banking structure of the Sheriff by creating efficiencies through cost reduction, staff resources, or potential savings.

ATTACHMENT A
SAMPLE CONTRACT

(Specimen Only)

This RFP attachment is included for example purposes only. The final contract MAY VARY in form and detail as mutually agreed upon by both contracting parties.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BANKING SERVICES
CONTRACT

Be it known, that on this _____ day of _____, 20____,

_____ (Name) hereinafter referred to as “ Sheriff”
and _____ (Bank’s name)
(hereinafter sometimes referred to as “Bank”) do hereby enter into contract under the following
terms and conditions.

1.

Bank hereby agrees to furnish the following services:

A. The Contract between the Client and the Bank shall include:

- The Contract;
- The RFP and its Amendments (RFP);
- The Bank’s Proposal.

B. Incorporation by Reference

The RFP and the Proposal are incorporated into and are a part of the Contract

2.

In consideration of the services described above, the Sheriff hereby agrees to pay to Bank a disclosed fee.

3.

This contract may be terminated by the East Baton Rouge Parish Sheriff’s Office or the Bank upon 120 days written notice, with or without cause.

4.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Sheriff.

5.

Bank hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Bank’s obligation and identified under Federal tax identification number _____.

6.

The Bank shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Sheriff, provided however, that claims for money due or to become due to the Bank from the Sheriff may be assigned to a Bank, trust company, or other financial institutions without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Sheriff.

7.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and any designee of the Sheriff shall have the option of auditing all accounts of Bank, which relate to this contract.

8.

This contract shall begin on July 1, 2023, and shall terminate on June 30, 2026. At the option of the East Baton Rouge Sheriff’s Office this bid may be extended for two (2) additional years with the same terms and conditions.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on the date, month and year first written above.

Bank Officer Signature

Sid J. Gautreaux, III
East Baton Rouge Parish Sheriff