

LIVINGSTON PARISH PUBLIC SCHOOLS

REQUEST FOR PROPOSAL 23-04

FISCAL AGENT

RELEASE DATE: March 23, 2023

DUE DATE: April 25, 2023

TIME DUE: 10:00 AM

LIVINGSTON PARISH PUBLIC SCHOOLS

13909 FLORIDA BLVD.

PO BOX 1130

LIVINGSTON, LA 70754-1130

TELEPHONE (225) 686-4209

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If pages are missing please call (225) 686-4209 for replacement pages.**



Livingston Parish Public Schools

Excellence in Education!

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Livingston, Louisiana 70754-1130
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

Alan "Joe" Murphy
Superintendent

Jody Purvis
Assistant Superintendent

Bruce Chaffin
Assistant Superintendent

NOTICE TO PROPOSERS

Livingston Parish Public Schools (LPPS), located at 13909 Florida Blvd., Livingston, Louisiana 70754, will accept proposals for services described in the below Request for Proposal (RFP) until 10:00 A.M., Tuesday, April 25, 2023.

RFP 23-04: FISCAL AGENT

Proposals shall be submitted according to the terms and conditions and on such forms as provided in the Request for Proposal packet, which may be obtained from the Livingston Parish Public School's website at https://www.lpsb.org/our_district/departments/business_department/purchasing_information as well as Central Bidding (www.centralbidding.com).

Completed proposal packets may be mailed, certified, to Livingston Parish Public Schools at P.O. Box 1130, Livingston, Louisiana 70754, hand-delivered to 13909 Florida Boulevard, Livingston, Louisiana, or submitted electronically at www.centralbidding.com. However conveyed, sealed proposals must be received by Tuesday, April 25, 2023 by 10:00 a.m., at which time proposals will be opened and names of the proposers read aloud. Any proposal received after the stated deadline will not be considered and will be returned unopened.

Upon acceptance of the most favorable proposal, a written fiscal agency contract will be entered into for a term of three (3) years from July 1, 2023 through June 30, 2026. At the option of LPPS, and acceptance by the Proposer, the contract may be extended.

Livingston Parish Public Schools reserves the right to reject any and all proposals for just cause. In accordance with La. R.S. 39:1211 through La R.S. 39:1245, the provisions and requirements of this section, those stated in the advertisement for proposals, and those required on the proposal form shall not be considered as informalities and shall not be waived by any public entity.

LIVINGSTON PARISH PUBLIC SCHOOLS

Alan "Joe" Murphy, Superintendent

DEFINITIONS

Where the Words, “PROPOSER”, “CONTRACTOR” or “VENDOR” are mentioned in these subsequent documents, it shall be understood to refer to the individual or corporation submitting a proposal and to whom a contract may be awarded. Where the words “Owner”, “LPPS”, “District” or “School Board are mentioned in subsequent documents, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. The words “Shall”, “Will” and “Must” indicate mandatory requirements. Where the word “May” is used a permissible action is indicated. Where the words “Should” or “Allows” are mentioned a desirable action is requested.

PURPOSE

Livingston Parish Public Schools (LPPS) is interested in receiving proposals from qualified Banking institutions (hereinafter referred to as Bank or qualified provider) to provide fiscal agent services for a three (3) year period, from July 1, 2023 through June 30, 2026, with optional extensions under the same terms and conditions set forth in this RFP.

CALENDAR OF EVENTS

The following is the current schedule as defined by LPPS. LPPS reserves the right to deviate from these dates when deemed necessary:

Selection Process Step	Date(s)
Request for Proposal (RFP) Issued	Thursday, March 23, 2023
Notification by Vendors of Intent to Propose Due	Monday, April 17, 2023
Written Questions Due	Monday, April 17, 2023
Date for Publishing Answers to Vendors' Questions	Tuesday, April 18, 2023
Proposals Due	Tuesday, April 25, 2023
Vendor Discussions (if requested by LPPS)	Monday, May 1, 2023
Scoring of Proposals	Tuesday, May 2, 2023 - Friday, May 5, 2023
Vendor Selection/ Notice of Intent to Award; Contract Negotiations	Monday, May 8, 2023 – Friday, May 12, 2023
Board Approval	Thursday, May 18, 2023

INQUIRIES

Inquiries shall be submitted in writing by an authorized representative of the proposer. Only those inquiries received by the established deadline (April 17, 2023, 4 p.m.) shall be considered by LPPS. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all proposers whom submitted an Intent to Propose by April 18, 2023, 4 p.m.). Inquiries concerning this solicitation, shall be emailed to, Denee Aydell, Accountant, Livingston Parish Public School, denee.aydell@lpsb.org.

REVISION OR WITHDRAWAL OF PROPOSAL

Proposer may withdraw or revise its proposal after it has been deposited with Livingston Parish Public Schools provided the request for such withdrawal or revision is received by LPPS in writing at least forty-eight (48) hours before the time set for opening proposals.

Proposer may withdraw a proposal after proposals are opened if it contains obvious, unintentional

and substantial mechanical, clerical or mathematical errors. However, the request to withdraw the proposal and written evidence of the error(s) must be received by Livingston Parish Public Schools within forty-eight (48) hours after proposals are opened (excluding Saturdays, Sundays and state holidays), and the written evidence must be sworn before a Notary. If the evidence shows, to the satisfaction of LPPS, that such error(s) was made, the proposal may be withdrawn, and Livingston Parish Public Schools can proceed to the next most favorable proposal.

METHOD OF AWARD

LPPS reserves the right to determine whether items proposed meet or do not meet RFP specifications. Further, LPPS reserves the right to make an award within forty-five (45) days from the date proposals are opened. During this period, proposals cannot be withdrawn. Should the award be delayed beyond the forty-five days, such award shall be conditioned upon an agreement between the District and the Proposer to extend the award for one or more 30-day periods.

LPPS reserves the right to reject the proposal from any proposer in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default, or guilty of misrepresentation.

LPPS reserves the right to reject any and all proposals in whole or in part; to waive any informalities in proposals received whenever such waiver is in its interest; to consider costs and expenses which the District must incur in its finance operation in the selection process; to make any award under this proposal as in the sole opinion of the District best meets its needs; or to separately pursue private Banking agreements with any Bank best serving its requirements.

SCREENING AND SELECTION

All proposals submitted by vendors will be reviewed. Selection will be made on a combination of factors.

No commitment will be made to select a vendor’s proposal solely on the basis of cost. The District is requesting information within the proposal to help LPPS understand the vendor’s experience, references, banking services, costs, and other customer satisfaction elements, and to understand the vendor’s conformance to the specifications contained in this RFP. Staff will then formulate a recommendation to the Livingston Parish School Board. The weighted criteria to be used by the staff in the evaluation process to evaluate and score the proposals is as follows:

Available Branches located in Livingston Parish	30.0%
Service Charges	30.0%
Interest Rate	20.0%
Ability to Deliver Service required by the RFP	20.0%
Total Points	100.0%

BEST AND FINAL OFFER (BAFO)

The District reserves the right to conduct a BAFO with one or more Proposers determined to be reasonably susceptible of being selected for award. If conducted, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist LPPS in clarifying the scope of work or to obtain the most cost-effective pricing available from the

Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial evaluation.

CONTRACT PERIOD

LPPS intends to award all items for an initial period of three (3) years. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If this situation occurs, an initial award may be made for more or less than a three (3) year period. At the option of the District and acceptance by the Proposer, this contract may be extended at the same prices, discounts, terms, and conditions upon mutual written agreement of both parties.

CONTRACT ALTERATIONS

LPPS is the sole authority regarding any changes, modifications, amendment, alterations, clarifications, prices, specifications, terms, and conditions of the contract. No alteration or variations of the terms of the contract shall be valid or binding upon LPPS unless made in writing and signed by the Superintendent.

CONTRACT CONVEYANCE PROHIBITED

It is mutually understood and agreed that the Bank shall not assign, transfer, convey, sublet, or otherwise dispose of a contract resultant from this proposal or their right, title or interest therein, or their power to execute such contract, to any other person, firm, or corporation, without previous written consent of LPPS.

VENUE AND JURISDICTION FOR LITIGATION

LPPS and the Bank, do consent to and accept the sole and exclusive venue and jurisdiction of the 21st Judicial District, Parish of Livingston, State of Louisiana, in the event of any dispute or lawsuit arising as a result from this request for bids, and any contract entered into between the bidder and the District, as a result thereof.

TERMS AND CONDITIONS

Terms and conditions of this contract shall conform to any applicable requirements (i.e. requirements applicable to a parish with more than 100,000 people) of Louisiana Revised Statutes (R.S. 39:1211 through R.S.39:1245). The fiscal agent Bank will accept all school system funds and provide checking account services for all School Board (Board), all individual school accounts, and school cafeteria accounts, provide direct deposit services for the School Board payroll accounts, offer on-line Banking services, issue certificates of deposit for investments, have mobile deposit capabilities, and pledge collateral securities for all Board deposits.

Proposer shall provide a SWORN NOTARIZED Statement of Financial Condition at the close of business as of March 31, 2023. This statement must include the Bank's capital stock, declared surplus, undivided profits, and any subordinated debenture notes treated as part of the Capital Structure of the institution under Louisiana Attorney General Opinions 77-732A and 79-310, as per the close of business on March 31, 2023. These balances may be used in determining Bank capital ratios. Any allowance for loan and lease losses should not be considered in the determination of capital stock, declared surplus, and undivided profits, etc.

The Fiscal Agent Bank is required to meet qualifications for selection continuously throughout the duration of the fiscal relationship rather than merely at the moment of selection. Failure to do so

shall give the depositing authority (Board) the right to terminate this contract and seek a new fiscal agent.

No financial institution that has received two or more consecutive ratings of "Less than satisfactory" under the Community Reinvestment Act of 1977 (12 U.S.C. 2901, et seq.) shall be eligible or selected to receive deposits of public (School Board) funds; such an institution shall not accept public funds nor allow reinvestment with it of any maturing investment instruments. The Board shall not be assessed fees or charges for credit inquiries, deposit verifications, or audit confirmations concerning its demand or time deposits. Should the Bank fail to perform its fiduciary duties under this agreement and/or the Fiscal Agency Statute with such failure resulting in pecuniary loss/monetary or financial damage to the Board or its employees, the Bank, its Officers and Directors may be subjected to civil liability claims/litigation by the Board or its employees.

The Federal Taxpayer Identification Number (Employer Identification Number) of Livingston Parish Public Schools is 72-0882480. The Bank shall apply this number to all presently existing demand and time deposit accounts of the Board and its various Schools and all such accounts, which may be opened during the term of this agreement unless instructed otherwise. This shall serve as a substitute Form W-9 for all School Board accounts.

The Board requests that paper Bank statements be received by the 10th of the month, regardless of the method of delivery. Please indicate if your Bank can comply with this request and the method of delivery that your Bank will use to furnish statements to the School Board for its approximately 5 (Central Office Only) checking accounts, i.e. U.S. mail.

The Board requires that copies of cancelled checks and deposit slips be returned with the monthly Bank statement. Please indicate if your Bank can comply with this request. Should the Bank furnish detailed information on C.D. or other electronic method especially for the large accounts, please indicate.

All statements must be processed on a calendar month cycle.

CAPITAL STOCK

When a qualifying applicant Bank is a full service branch office of a Bank not domiciled in the jurisdiction of the depositing authority such Bank must allocate capital stock, declared surplus, undivided profits (exclusive of any allowance for loan and lease losses), and subordinated debenture notes treated as part of the Capital Structure of the Institution under Louisiana Attorney General Opinions 77-732A and 79-310 to such branch in the proportion which the total amount of deposits in branches located in Livingston Parish shall bear to the total amount of deposits of such Bank and all of its branches located in the State of Louisiana, with the amount of deposits to be determined as of March 31, 2023, with such percentage developed based upon your Bank's latest report to the Louisiana Tax Commission.

The Board is seeking a Banking agreement with a qualified and responsible Bank whose capital stock (or allocated capital stock) is of a sufficient amount and who is able to and will pledge sufficient deposit collateral to secure at all times not less than one-hundred percent (100%) of ALL School Board funds on deposit in that Bank in all accounts of any type, including (a) deposits and investments maintained by the School Board Office, and (b) the deposits and investments

maintained by the various Schools, with the amount of deposits being determined by Bank "ledger balances" in all cases. The Board may elect not to maintain deposit levels in any fiscal agent Bank which are in excess of the Bank's capital stock, declared surplus, and undivided profits ("total capital" or "allocated capital") as such may exist at any time during the Fiscal Agent Agreement. For the purpose of determining "total capital" for deposit level purposes, allowances for loan losses should not be considered.

The Board is prohibited by statute from depositing any amount in excess of the combined capital stock, declared surplus, and undivided profits of its fiscal agent Bank. The Bank shall promptly notify the School Board, if the Bank ledger balances of Board deposits held in the Bank exceed the capital stock, declared surplus, and undivided profits of the Bank, excluding any allowance for loan and lease losses, as such may exist at any time during the Fiscal Agent Agreement.

The Board reserves the right to request statements of capital stock at such times as it may deem prudent and, if appropriate in the opinion of the Board, make such redistributions of deposits and/or investments or take such action as may appear to be in its best interest. Please attach statement of financial condition for Banks that are branch offices in Livingston Parish disclosing the applicant institution's capital stock and location address applicable to all branches located in Livingston Parish.

LEDGER BALANCE

Should such a proposal be submitted and accepted by the Board, the minimum pledge of securities and FDIC insurance coverage available to secure "Ledger Balance" deposits shall be promptly adjusted to such higher levels as may be necessary to fully secure at least one-hundred percent (100%) of "Ledger Balance" deposits at any time the "Ledger Balance" deposit levels exceed the sum of pledged securities and FDIC insurance coverage. Further, it is understood that the Board's deposit levels will be monitored daily and that the incurrence and existence of "Ledger Balance" deposit levels in excess of the sum of securities pledged and FDIC insurance coverage is to be deemed, legally presumed, interpreted, construed, and understood by the Board and the Bank to serve as formal written notice by the Board of such deposit levels; as notice of the necessity and requirement of increased pledging; and as written formal notice and request by the Board for increased pledging, with no further action by the Board being required for the necessary increase in pledge levels.

Presuming that an award is made which results in the appointment of a new fiscal agent Bank, the amount of security existing at the time of acceptance of an award hereunder shall be increased as required by law and this agreement as the increase in "Ledger Balance" deposits occurs. In no event shall the security for deposits be less than 100% of deposits at any time; deposits and pledge position must be reviewed daily for adequacy.

Furthermore, in no event will the fair market value amount of pledged securities be less than the balance on deposit at any time for the payment of bond principal and interest; for this purpose, "balance on deposit" will be interpreted and understood to mean "Bank ledger balance".

NON-EXCLUSIVITY

Any proposal and award hereunder will not preclude the Board from investing in interest-bearing debt instruments other than certificates of deposit nor from making investments with other

institutions or security market entities or dealers. The Fiscal Agency Statute and this document do not restrict investment of idle funds only to fiscal agent Banks.

PAYMENT OF BONDS

Fiscal Agent Banks serving as Paying Agents on bonds issued by the Board must collateralize (pledge) for public funds deposited by the School Board for payment to holders of Bonds to the same extent as required for demand and time deposit balances (100% pledge level at all times).

PLEDGING

Any Bank operating in or under the laws of Louisiana and appointed by the Board as a fiscal agent Bank shall deposit and maintain with an unaffiliated Bank or trust company domiciled in the State of Louisiana and mutually acceptable to the Board and the fiscal agent Bank, or the Federal Reserve Bank, the security designated at R.S. 39:1221 (Kinds); R.S. 39:1222 (Approval); R.S. 39:1223 (Valuation); R.S. 39:1224 (Depositories); and R.S.39: 1225 (Amount), all of which are incorporated herein by reference.

Banks or trust companies which are subsidiaries of a Bank holding company shall not be considered affiliated for the purposes of R.S. 39:1224.

Security pledges as collateral for deposit of public funds must be deposited for the account of the depositing authority (Board) rather than the account of the Bank itself. Securities pledged will be in the name of the fiscal agent Bank, pledged to Livingston Parish Public Schools. The pledged security shall be deemed to be under the control and in the possession of the depositing authority (Board) and deemed to be held in its name by the depository (safekeeping) institution. Such Security shall be a guarantee against loss to either the depositing authority (Board) or the holders of its bonds or coupons and the market value of the securities pledged, exclusive of accrued interest, and that portion of total deposits insured by any governmental agency insuring Bank deposits which is organized under the laws of the United States. Such security must be adequate to cover the highest level of funds on deposit and shall at all times be at least equal to one hundred percent (100%) of School Board ledger balances on deposit in the fiscal agent Bank (CITE: A.G. Opinion Number 85-924). The Local Depositories Law requires the fiscal agent (to) pledge a security deposit in the amount of the highest balance, not the average total balance, over a given period (CITE: Louisiana Attorney General Opinion No. 85-924). The market value of the securities used to secure deposits may be calculated on the basis on the reports of financial condition submitted by the fiscal agent Bank to the office of financial institutions, Federal Deposit Insurance Corporation, or Office of the Controller of the Currency using the valuations derived from any responsible national securities index, register, or publication held by the Fiscal Agent Bank to be reliable and for which the Fiscal Agent Bank will accept responsibility for quoting such valuations. Monitoring of Board deposits and necessary additions to bring the inventory of pledged securities to the required level at any point in time is the responsibility of the fiscal agent Bank. Reviewing and monitoring deposit levels must occur daily. Additions to the inventory of pledged securities must be promptly made by the fiscal agent Bank. The existence of Bank ledger deposit balances at any time in excess of the level of pledged securities and FDIC insurance coverage shall be deemed, legally presumed, interpreted, construed, and understood to serve as formal notice by the Board of such ledger deposit levels and as formal notification and request by the Board to effect increased pledging. Such pledging is required at the time that Bank ledger deposit balance levels exceed the sum of pledged securities and FDIC insurance coverage.

Per Attorney General Opinion No. 89-558, it is unlawful for a trustee Bank to have custody of public funds unless it can establish that securities providing 100% collateral are pledged to the account of the depositing authority.

All securities pledged must meet the requirements of Louisiana statutes for collateral securing public funds. The Board reserves the right to reject any security pledged by a fiscal agent Bank.

All releases of pledged securities held by custodial Banks or the Federal Reserve Bank must be authorized by the Board in writing. No security shall be released from pledge without the written approval of the Board exercised by any two of the following officials: The Superintendent and the Business Manager.

With regard to substitutions, the Board requires that the substitute collateral be of no less a nature or kind than that required by Louisiana statutes for securities securing public funds, with a strong preference for Federal Government or Federal Government Agency securities of the nature and kind to which any "Repurchase Agreements" will be restricted.

The Bank shall provide monthly reports to the Board for deposits and pledging.

**RFP 23-04 Fiscal Agent
Instructions to Proposers
Attachment A**

All proposals shall be submitted to Livingston Parish Public Schools, located at 13909 Florida Blvd., Livingston, LA 70754, or mailed to Post Office Box 1130, Livingston, LA 70754-1130, no later than the due date and time of 10:00 A.M. on April 25, 2023. All proposals shall be either hand delivered by the vendor, sent registered or certified mail with a return receipt requested or submitted online through Central Bidding at www.centralbidding.com. Proposals delayed through the mail and arriving after the stated date and hour cannot be accepted. It is the sole responsibility of the proposer to verify that the proposal is delivered to the correct department/building and that the department/building will be open at the time their proposal is expected to arrive.

Caution should be taken to assure your submittal is properly mailed or delivered, and addressed as per specifications; any proposal submitted that is not properly addressed for submittal may be declared nonresponsive and subject to rejection.

Proposal shall be addressed as follows:

Livingston Parish Public Schools
Attn: Denee Aydell, Accountant
P.O. Box 1130
Livingston, La 70754
RFP 23-04: Fiscal Agent
Name of Bank submitting proposal

Proposals must be submitted on the forms provided; copies are permitted. Only proposals typed or written in ink, and properly signed by an authorized member of the Bank or authorized representative will be accepted. Pencil figures, pencil signature, un-initialed scratch outs, white out or alterations on proposal forms submitted will disqualify the proposal.

Proposer shall respond to each numbered or lettered specification in the Specification for Proposals and Proposal Form, Attachment C, either by indicating for each numbered or lettered item, "Accepted as Stated," or by explaining any modification or difference in the specified service that the proposer offers with respect to that item. Failure to respond to each and every item will be considered an incomplete proposal and shall be grounds to reject the proposal.

The Specification for Proposals and Proposal Form may be re-typed to accommodate the response, or upon proposer's written request to Livingston Parish Public Schools, the Specification for Proposals and Proposal Form may be provided via email in a word processing format so the proposer can more conveniently respond to each numbered and lettered specification. However, the specifications, themselves, cannot be altered by proposer, and any alteration of the specifications shall be grounds to reject the proposal. Furthermore, all proposals must be submitted to Livingston Parish Public Schools in paper form or via secure electronic submission using Central Bidding. No email or any other form of electronic response will be accepted or considered.

Proposers must respond to all items and must be sure to fill in all blanks with respect to interest rates

and/or basis points where called for in the Specifications for Proposals and Proposal Form.

Proposer shall sign the proposal form and provide such information as is called for in the Instructions to Proposers and on the Specifications for Proposals and Proposal Form. Written authorization for the person signing the proposal shall be appended to the proposal. All documents required by Attachment B, Required Documents and Checklist, must be attached to the proposal and failure to attach such documents shall be grounds to reject the proposal.

**RFP 23-04 Fiscal Agent
Required Documents and Checklist
Attachment B**

REQUIRED DOCUMENTATION

The Bank shall provide the following documentation:

Sworn and notarized Statement of Financial Condition at the close of business as of March 31, 2023.
(All Banks must submit this statement, whether or not the Bank is domiciled in Livingston Parish.)

Statement of Financial Condition at the close of business on March 31, 2023, for Banks that are branch offices of a Bank not domiciled in Livingston Parish, disclosing the applicant institution's capital stock applicable to all branches located in Livingston Parish.

Attach a copy of the data from which the interest rate computation(s) are made.

Attach a copy of the Bank's corporate resolution authorizing the signature of the person who is signing this document on behalf of the Bank.

Attach a separate schedule to identify and provide the location of the main office and branch offices of your Bank, with physical addresses and telephone numbers, along with their respective hours of operation and contact information for branch managers.

RFP 23-04 Fiscal Agent Checklist

- _____ Envelope labeled as specified in Attachment A
- _____ Proposal Form
- _____ Signature Page
- _____ Affidavit or statement verifying the Bank is an Equal Opportunity Employer
- _____ Bank's corporate resolution authorizing the signature of the person signing the document on behalf of the Bank
- _____ Statement of Financial condition as of March 31, 2023.
- _____ Data from which interest rate computations were made.
- _____ Schedule of main office and all branches located within Livingston Parish, including physical address and phone number

**RFP 23-04 Fiscal Agent
Specifications for Proposals and Proposal Form
Attachment C**

Bank Name _____
Official Submitting _____
Title of Officer _____
Address _____
Telephone _____

The following constitutes the conditions for proposals, the specifications for proposals and the Proposal Form for Livingston Parish Public School's Fiscal Agent:

1. Deposits of all funds and checks by Livingston Parish Public Schools shall be received at par with next day availability for checks deposited and immediate availability for incoming wire transfers.

PROPOSER'S RESPONSE:

2. Fiscal Agent Bank will provide two (2) Remote Deposit Capture Systems to Livingston Parish Public Schools without charge for this service.

PROPOSER'S RESPONSE:

3. Monthly, the bank will provide to Livingston Parish Public Schools an acceptable format or equivalent electronic recording of cleared check items without charge for this service.

PROPOSER'S RESPONSE:

4. All cancelled checks will be imaged and retained in the bank's vault. A diskette or equivalent electronic recording will show the front and back of all cancelled checks and will be provided monthly to Livingston Parish Public Schools without charge for this service.

PROPOSER'S RESPONSE:

5. Fiscal agent bank shall provide banking online services to enable Livingston Parish Public Schools in real time to make deposits, make transfers, balance and check inquiry, receive online activity reporting (including EDI addenda), view cleared checks and other online activity via the Internet. No charge of any kind shall be made to Livingston Parish Public Schools for online banking services.

PROPOSER'S RESPONSE:

6. Electronic Funds Transfers of checks shall be in accordance with procedures established by the National Automated Clearing House Association (NACHA). No charge of any kind shall be made to Livingston Parish Public Schools for this service.

PROPOSER'S RESPONSE:

7. Should Livingston Parish Public Schools choose to use Payroll Cards, the Fiscal Agent Bank shall provide the cards to replace checks for those employees who do not have a bank account. No charge of any kind shall be made to Livingston Parish Public Schools for this service.

PROPOSER'S RESPONSE:

8. Fiscal agent bank will furnish night depository services including locking night depository bags and one large safety deposit box free of charge.

PROPOSER'S RESPONSE:

9. It shall be the responsibility of the fiscal agent bank to provide security for the deposited funds in accordance with the provisions of this RFP. The marked value of securities shall at all times be one hundred ten (110%) percent of the amount of funds being secured less the applicable federal deposit insurance. A listing of securities pledged by and the market value assigned to each security as well as the deposits held by the bank will be supplied to Livingston Parish

Public Schools within five (5) working days of each month. The source of assigned market values is to be identified and shall be in accordance with provisions of this RFP. Any shortfall will be covered immediately by the pledge of additional securities.

The pledged securities shall be deposited with Livingston Parish Public Schools or with an unaffiliated bank or trust company, or Federal Reserve Bank, or any Federal Home Loan Bank or its successor. The depository bank, trust company or Federal Reserve Bank must be acceptable to both Livingston Parish Public Schools and the fiscal agent bank, and if they cannot agree, the commissioner of financial institutions shall designate a depository. Banks or trust companies which are subsidiaries of a bank holding company shall not be considered affiliated. The pledged securities shall clearly indicate that they are pledged to the account of Livingston Parish Public Schools.

Original safekeeping receipts issued by the depository shall be held by LPPS and can only be released with the signed authorization of a designated representative of Livingston Parish Public Schools.

PROPOSER'S RESPONSE:

10. Fiscal agent bank agrees to provide Livingston Parish Public Schools with interest bearing checking accounts as follows:
- A. Interest to be paid on daily balances (collected balances) and computed monthly.

PROPOSER'S RESPONSE:

- B. Interest is to be posted at month-end when a statement is generated.

PROPOSER'S RESPONSE:

- C. Interest to be paid shall be _____ basis points plus one hundred (100%) percent of the thirty (30) day U.S. Treasury bill yield as published in the Wall Street Journal as of the last business day of the prior calendar month or the bank's current money market rate in effect, whichever is higher, and shall be determined monthly. (Proposer should insert a rate in the blank.)

PROPOSER'S RESPONSE:

- D. There shall be no monthly activity charges. No charge of any kind shall be made to Livingston Parish Public Schools for bank money orders, cashier's checks, certified checks, wire transfers (in or out), safekeeping services, safety deposit box, overdrafts, stop

payments, returned items, bank drafts, and account confirmation requests. No service charge of any kind shall be made to Livingston Parish Public Schools on any interest-bearing checking account, nor shall the number of interest-bearing checking accounts be limited.

PROPOSER'S RESPONSE:

11. Any money on deposit with the fiscal agent bank which Livingston Parish Public Schools determines can be invested under Louisiana law may be invested at any time or place within the complete discretion of Livingston Parish Public Schools. However, any funds placed with the fiscal agent bank in the form of Investments will be subject to the following stipulations:

A. Interest to be paid on all Investments shall be _____ basis points plus one hundred (100%) percent of the U.S. Treasury Bill yield published in the Wall Street Journal for similar maturity dates. (Proposer should insert a rate in the blank.) Interest will be calculated for the actual number of days the funds are on deposit using a 365-day year. Any investments or deposits directed by Livingston Parish Public Schools to any other financial institution, stock broker, or any other firm not represented in the fiscal agency contract shall be the sole responsibility of Livingston Parish Public Schools. The fiscal agent bank will not be responsible for maintaining securities pledged or certifying same.

PROPOSER'S RESPONSE:

B. Interest will be paid on the maturity date of the Certificate of Deposit and shall be available at the beginning of the business day on the maturity date. It is understood that the funds will be made available by Livingston Parish Public Schools on the day such a Certificate of Deposit is issued no later than 11:30 a.m. Interest shall be earned from date of issuance to the date of maturity.

PROPOSER'S RESPONSE:

C. An early withdrawal of any Certificate of Deposit, or any portion thereof, shall be subject to no penalty of any kind. Interest shall be paid based on earnings from date of issuance until date of withdrawal. However, it is understood that this stipulation is based on Federal Regulation presently in force, and is subordinate to the laws, rules and regulations of federal and state regulatory authorities governing early withdrawals of Certificates of Deposit of that term.

PROPOSER'S RESPONSE:

12. Printed deposit tickets will be provided at no cost, whatsoever, to Livingston Parish Public Schools for all accounts. Livingston Parish Public Schools will furnish its own checks for its accounts payable and payroll clearing accounts.

PROPOSER'S RESPONSE:

13. The most recent sworn Statement of Condition of the bank shall be attached hereto. At no time shall the deposits of Livingston Parish Public Schools exceed the capital stock, declared surplus and undivided profits of the bank. The bank shall provide a sworn Statement of Condition within thirty (30) working days of each calendar quarter during the period of this agreement.

PROPOSER'S RESPONSE:

14. In accordance with La. R.S. 39:1220, the bank hereby certifies that it has not received two (2) consecutive ratings of less than satisfactory under the Community Reinvestment Act of 1977, 12 U.S.C. 2901, et seq. The bank further agrees to immediately notify Livingston Parish Public Schools should the bank receive at least two (2) consecutive ratings of less than satisfactory and the bank understands that it shall not accept additional public funds.

PROPOSER'S RESPONSE:

15. Should Livingston Parish Public Schools choose, the fiscal agent bank agrees to provide ACH Debit Block services which safeguards accounts from unauthorized ACH debit activity. This will block all ACH debits against a designated bank account or accept only debits from specified trading partners.

PROPOSER'S RESPONSE:

16. Should Livingston Parish Public Schools choose, the Fiscal Agent Bank agrees to provide Purchasing Cards which offers a more efficient way to purchase goods and services. The Fiscal Agent Bank will provide automatic assignment of cost center and general ledger codes to card transactions for upload to the School System's accounting software (automated posting). Transactions and reports will be made available real-time via internet for monitoring and auditing purposes. No charge of any kind shall be made to Livingston Parish Public Schools or its employees for Purchasing Card services.

PROPOSER'S RESPONSE:

17. Should the School System choose, the Fiscal Agent Bank agrees to provide “positive pay” services for the School System accounts whereas the Fiscal Agent Bank will match all checks presented for payment against the log provided by the School System (Note: The Fiscal Agent Bank should provide as a separate attachment to this agreement a list of requirements of the School System to facilitate this service) and notify the School System via email any discrepancies for School System consideration prior to payment.

PROPOSER’S RESPONSE:

18. Should the School System have a need to enter into a short-term loan agreement, the Fiscal Agent Bank shall loan to the School System, when it has been legally authorized to borrow, an amount not to exceed seventy-five percent (75) of the average deposit which it may have kept in the bank during the three (3) months immediately preceding its application for the loan. The loan shall bear interest at _____ percent. (Proposer should insert a rate in the blank or show calculation of the applicable rate if based on variables.) Loans, if any, to the School System shall be secured by a pledge of anticipated and uncollected taxes and other revenues for the then current year.

PROPOSER’S RESPONSE:

19. Proposer shall attach a document titled “Profile for Livingston Parish Public Schools” giving the following information:
- A) Domicile of bank or institution;
 - B) Location of all branches in Livingston Parish with a brief description of services provided at each branch;
 - C) Total number of employees in Livingston Parish;
 - D) Whether bank has public/government funds section or department;
 - E) Total number of employees with primary responsibilities in public/government funds services;
 - F) Total number of employees in Livingston Parish with primary responsibilities in public/government funds services;
 - G) Total public/government funds held or administered for Livingston Parish public/government agencies - on average for 2021-2022; on average for 5 years preceding 2021-2022.

PROPOSER’S RESPONSE:

20. The fiscal agent shall designate in writing to Livingston Parish Public Schools no fewer than one (1) and no more than (3) individuals to act as “contact persons” for Livingston Parish Public Schools accounts.

PROPOSER’S RESPONSE:

21. If at any time any provision contained herein is deemed to be in violation of any existing of future federal, state or banking law or regulation, that provision shall be declared null and void. Livingston Parish Public Schools and the fiscal agent bank shall then mutually develop an amended provision should one be required.

PROPOSER’S RESPONSE:

22. Livingston Parish Public Schools shall, at its option, have the right to extend this agreement upon the same terms and conditions as contained herein, for successive periods of three (3) years, if agreed upon by Fiscal Agent Bank. Livingston Parish Public Schools shall notify the Fiscal Agent Bank, in writing, by April 1st of the year the contract or any extension thereof ends if it intends to renew the contract.

PROPOSER’S RESPONSE

In addition to the above requested information, please include any additional documentation or explanations which you feel will aid in evaluating your responses. Also, include information on any additional services offered by your Bank which may be of benefit to the School Board.

This proposal is submitted by the undersigned authorized agent(s) who state the proposer(s) have proper Board or other approval and that, if accepted by the School Board, this proposal shall become a binding agreement for the Bank(s) named herein to act as fiscal agent for the School Board.

(Authorized Signature)

(Type or print Name of Authorized Signer)

Date: _____ Bank Name: _____
(Corporate Resolution must be attached.)

Signature Page

Note: A completed signature page must be attached to each proposal packet.

Bank Name: _____

Phone #: _____

Fax #: _____

Address: _____

Email Address: _____

Signature below indicates that if awarded this bid, we will agree to the specifications of this RFP and awarded pricing for a contract period of three (3) years, unless an extension is agreed upon. We also understand that Livingston Parish Public Schools reserves the right to cancel the contract for unsatisfactory performance within thirty (30) days of written notice.

Printed Name

Signature

Date

ACCEPTED RESPONSES ONLY:

LIVINGSTON PARISH PUBLIC SCHOOLS

BY: _____
CECIL HARRIS, PRESIDENT

DATE: _____

RFP 23-04: FISCAL AGENT