



The Finance Authority of New Orleans
(d/b/a Finance New Orleans or FNO)

**REQUEST FOR PROPOSALS FOR
BANKING SERVICES**

A Strategic Banking & Capital Services Relationship
(RFP 001-09-2026)

RFP Issue Date: September 29, 2026
Proposals Due: November 10, 2026, 4:00 PM (CDT)

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1. INTRODUCTION AND SUMMARY OF RFP

Finance New Orleans ("FNO") is issuing this Request for Proposals ("RFP") to establish a Strategic Banking & Capital Services Relationship (the "Relationship") supporting the full scope of FNO's banking needs. This Relationship is anchored by the Resilient New Orleans Fund ("RNOF" or "the Fund"), FNO's \$100 million public-private investment platform, and also encompasses FNO's general operating accounts, Housing Trust Fund ("HTF"), Payment in Lieu of Taxes ("PILOT") administration, Coalition for Green Capital ("CGC") loan facility, and Down Payment Assistance ("DPA") programs.

A key objective of this RFP is to identify a practical Capital Recycling Strategy that enables FNO to preserve, recycle, and leverage its recurring capital sources, including annual Housing Trust Fund allocations, loan repayments, program income, and other recurring inflows. FNO seeks proposals that move beyond traditional depository services and demonstrate how available public and programmatic capital can support eligible housing investments, generate repayments or other recoveries for redeployment, and attract additional private, philanthropic, or public capital, while maintaining appropriate liquidity, compliance, and risk controls.

FNO may award services on a bundled or unbundled basis, at its discretion, based on the proposals received. FNO reserves the right to incorporate additional FNO-administered funds or programs into the resulting banking services agreement during its term, without requiring a new competitive process, provided such additions are substantially similar in nature and within the scope of services contemplated by this RFP. This is intended to allow the banking relationship to grow alongside FNO's programs without repeated re-procurement.

FNO anticipates an initial contract term of three (3) years, with FNO's option to extend for one (1) additional one-year period. Anticipated start date and implementation timeline are described in Section 5.

2. FINANCE NEW ORLEANS BACKGROUND

Finance New Orleans is a quasi-public financial institution with a mission to improve the quality of life in the City of New Orleans by investing in affordable housing, economic development, and community resilience. The City Council of New Orleans created Finance New Orleans in 1978 under the Louisiana Public Trust Code (La. Revised Statutes 9:2341-47). FNO is not a department or division of the City of New Orleans; the City Council appoints its Board of Trustees, and FNO administers its programs as an independent public trust.

Since 1978, FNO has issued bonds and deployed financing that has injected over \$650 million into the affordable housing ecosystem in New Orleans, resulting in more than 8,000 mortgage financings.

FNO's program portfolio includes affordable housing lending, Housing PILOT administration, conduit bond financing, Housing Trust Fund deployment, resilience lending, Green Bank activities, and other capital deployment initiatives that advance housing, community development, and climate resilience throughout New Orleans. Through these programs, FNO manages and deploys a diverse range of public, private, and philanthropic capital and seeks banking partners capable of supporting the agency's full banking relationship rather than any single fund or program.

Through the Resilient New Orleans Fund described below, FNO is expanding this platform to continue its role as the local housing finance authority and to serve as New Orleans' Green Bank, deploying capital across housing, clean energy, and resilience infrastructure.

3. THE RESILIENT NEW ORLEANS FUND

The Resilient New Orleans Fund (RNOF) is FNO's \$100 million public-private investment platform, combining philanthropic contributions, loans, federal funds, green bonds, and mission-aligned partner capital to address interconnected challenges facing New Orleans: housing affordability, climate resilience, and energy reliability. FNO serves as New Orleans' Housing Finance Agency and Green Bank, and RNOF is organized around four program areas:

- **Single-Family Homeownership** — preserving existing homes and expanding affordable homeownership opportunities through products such as Green Mortgage down payment assistance, Legacy Home Renovation Loans, and FORTIFIED RE-UP energy-efficiency and resilience loans.
- **Affordable Housing Development & Preservation** — supporting new and existing affordable housing projects and contributing to the preservation of New Orleans' post-Hurricane Katrina affordable housing stock, which includes approximately 9,600 units citywide, through tax abatements, pre-development loans, construction loans, energy-efficiency lending, SMART loans, and other multifamily financing tools.
- **Community Solar & Distributed Generation** — supporting the City's pipeline of community solar development through tax abatements, pre-development loans, credit enhancement and loan guarantees, construction loans, and equity participation.
- **Resilient Energy Investments** — financing distributed energy storage and resilience improvements for low-income households and community facilities through tax abatements, bond financing, pre-development loans, credit enhancement and loan guarantees, construction loans, and equity participation and ownership.

Across these program areas, RNOF deploys capital through six core products: tax abatements, pre-development capital, construction loans, credit enhancement and loan guarantees, equity partnerships, and green bond issuance. Rather than operating primarily as a grant program, RNOF provides patient, mission-driven capital, with FNO serving as New Orleans' local housing finance agency and Green Bank.

As of the issuance of this RFP, the Resilient New Orleans Fund ("RNOF") has secured approximately \$10 million in initial capital commitments, including support from the Coalition for Green Capital ("CGC") and the City of New Orleans Housing Trust Fund ("HTF"), all of which is available for deployment. RNOF is designed as a \$100 million public-private investment platform, and FNO expects its banking, treasury-management, custody, and capital-markets needs to grow substantially over the life of this contract.

4. CURRENT BANKING RELATIONSHIPS AND ACCOUNTS

FNO currently maintains operating and payroll depository accounts, investment portfolio management and custody relationships, and program-specific accounts supporting PILOT, CGC, DPA, and HTF activity. This RFP may result in a full or partial transition of these relationships to the selected proposer(s), or the addition of a new primary banking relationship alongside FNO's existing institutions, at FNO's discretion based on the proposals received and the outcome of contract negotiations. Proposers should describe their approach to onboarding and transition in their response (see Attachment C).

FNO will provide account-level balance and transaction volume detail to proposers who advance to the interview/demonstration stage, or upon reasonable written request during the question period described in Section 5, to support accurate fee proposals.

5. TIMELINE FOR THE PROCUREMENT PROCESS

Milestone	Date
RFP issue date	September 29, 2026
Deadline for written questions (email to procurement@financeauthority.org)	October 13, 2026
FNO responses to questions posted / distributed	October 20, 2026
Proposal submission deadline	November 10, 2026, 4:00 PM (CDT)
Interviews / demonstrations (if required)	Week of November 17, 2026
Anticipated contract approval	December 21, 2026
Anticipated implementation / transition start	January 2027

6. MINIMUM BANK QUALIFICATIONS

To be considered, a Proposer must meet the following minimum qualifications:

- Be a banking corporation or depository institution chartered under state or federal law and authorized to do business in Louisiana.
- Be insured by the Federal Deposit Insurance Corporation ("FDIC") or the National Credit Union Administration ("NCUA"), as applicable.
- Be eligible to serve as a fiscal agent and public depository under Louisiana law.
- Demonstrate the ability and willingness to pledge collateral on all public deposits in accordance with applicable Louisiana law and FNO's Board-adopted investment policy (see Section 8).
- Comply with applicable state and local procurement laws and FNO's procurement policy.
- Submit the following with the proposal: most recent call report, bank rating agency rating (e.g., Veribanc, Highline, or equivalent), and Community Reinvestment Act (CRA) rating and rating authority.

7. SCOPE OF BANKING SERVICES REQUESTED

FNO seeks a banking partner capable of supporting the full range of services below. Required services are foundational to FNO's day-to-day operations; optional services reflect FNO's broader

capital strategy through RNOF and are weighted accordingly in the evaluation. For each service, Proposers should describe their current capability, any limitations, and any enhancements or alternatives they would recommend.

Required Services

1. Depository and Operating Accounts — checking, money market, and other deposit accounts; account structuring across FNO's programs; sweep and earnings-credit arrangements.
2. Treasury and Online Banking Services — wire transfer and Automated Clearing House ("ACH") origination/receipt, positive pay, online treasury management platform, multi-level user administration, and integration support with FNO's general ledger and reporting tools.
3. Account Analysis and Statements — monthly statements and account analysis by program/account, with online access and a defined dispute resolution process.
4. Collateralization of Public Deposits — as described in Section 8.
5. Cybersecurity and Data Security — fraud mitigation controls, account security measures, and current System and Organization Controls ("SOC") 1 / SOC 2 (or equivalent) audit reports.
6. Service Level Standards — defined cutoff times for ACH and wire processing, customer service response times, and a committed implementation timetable.

Optional / Value-Add Services

7. Investment Banking and Capital Markets Capacity — advisory and/or underwriting capacity related to potential future bond issuance, credit enhancement, or other capital markets solutions connected to RNOF or FNO's other programs.
8. Capital Recycling Strategy — FNO receives Housing Trust Fund resources on a recurring annual basis and also generates loan repayments, program income, reserve earnings, and other recurring revenue across its lending programs. Proposers shall recommend one or more specific structures through which FNO could deploy these recurring funds, recover or replenish deployed capital where permitted, and redeploy those resources into future eligible housing and community investment activities. Recommendations may include revolving loan structures, loan participations, warehouse or credit facilities, matched-capital arrangements, credit enhancement, loan-loss reserves, guarantees, co-lending, or other feasible approaches; FNO is not prescribing a single structure and welcomes alternatives that better achieve these objectives. General product descriptions or statements that a solution can be developed after award will not receive full consideration. Any resulting capital, lending, or investment arrangement will be subject to separate negotiation, due diligence, and approval, consistent with the Capital Partnership provisions below.
9. Custody and Safekeeping Services — for RNOF's current and future debt, equity, or other investment positions, and FNO's investment portfolio generally.
10. Capital Partnership, Investment, and CRA Opportunities — proposals describing how the bank would deploy its balance sheet, investment capacity, lending products, or other financial resources to advance FNO's mission and strategic priorities. Proposers are not expected to offer all forms of capital support listed below; responses will be evaluated on the quality and feasibility of the opportunities identified relative to the Proposer's capacity. Responses should identify opportunities for:
 - Direct investments, deposits, loans, lines of credit, guarantees, or other forms of capital support, including CRA-qualified investments, lending, and services aligned with FNO's communities, programs, and beneficiaries;

- Co-investment, participation, syndication, or capital-matching arrangements that could leverage FNO's assets and attract additional private or philanthropic capital;
- Innovative financing structures, including recoverable grants, credit enhancements, program-related investments (PRIs), mission-related investments (MRIs), impact investments, and other catalytic capital approaches;
- Partnerships through foundations, corporate philanthropy, community development financial institutions (CDFIs), New Markets Tax Credit programs, affordable housing initiatives, community facilities financing, small business lending, and other community development activities;
- Opportunities for the bank to serve as a strategic capital partner in helping FNO structure, raise, deploy, or leverage capital at scale.

Responses to this item are informational only. Any resulting investment, co-investment, or capital arrangement will be subject to separate negotiation, due diligence, and approval, and nothing in this Section 7 obligates FNO or the selected Proposer to enter into any such arrangement.

11. Remote Deposit Capture, Merchant/Payment Card Services, and Other Enhancements — description of any additional products or services not specifically listed here that the Proposer believes would benefit FNO.

8. COLLATERALIZATION OF PUBLIC DEPOSITS

FNO requires full collateralization of public deposits in excess of FDIC insurance limits, consistent with Louisiana's Local Depositories Law, R.S. 39:1211 et seq. (including provisions addressing the security required of a fiscal agent bank, the pledge of securities as collateral, and 100% collateralization of deposits net of the FDIC-insured portion), and FNO's Board-adopted investment policy. Proposers must describe their ability to fully collateralize all FNO deposits in excess of FDIC insurance limits, including:

- Eligible collateral instruments
- Margin/collateralization percentage offered
- Independent third-party safekeeping arrangements and the name of the custodian to be used, including a sample custodian agreement
- Marking-to-market frequency and reporting
- Substitution procedures and required notice to FNO
- A sample collateral reporting package and reporting frequency

Proposers must confirm that collateral pledged to FNO will not be reduced or substituted without FNO's prior approval.

9. EVALUATION CRITERIA

Proposals will be reviewed and scored by FNO's Evaluation Committee using the weighted criteria below, consistent with the evaluation structure FNO uses for its other professional services procurements. Financial strength and soundness serve as a minimum qualifying standard in addition to being reflected in the weighted score below.

Evaluation Criterion	Weight
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Relevant Expertise — Public Sector / Housing Finance Agency Banking Experience	15%
Depository, Treasury & Collateralization Capabilities	15%
Investment Banking & Capital Markets Capacity	15%
Capital Recycling Strategy, Capital Partnership & CRA Opportunities	15%
Cost Competitiveness (fees, aggregate cost)	15%
Earnings Credit Rate / Historical Interest Rates Paid	10%
References & Completeness of Response	5%
Timeline & Implementation Feasibility	10%

See attachments for bidding instructions, fee schedule, requested information, and required certifications.

ATTACHMENT A

BIDDING INSTRUCTIONS

- Proposers shall submit responses to Finance New Orleans via email at procurement@financeauthority.org, no later than the due date and time stated in Section 5.
- Proposers shall provide, as a PDF file, a signed cover letter including the company's name, address, and primary contact for the proposal.
- The primary contact information shall include the submitter's name, telephone number, and email address.
- Proposals should clearly demonstrate the proposer's qualifications and address all sections of Attachment C.
- Complete proposals are required; if a Proposer cannot meet or exceed a specified requirement, the Proposer shall state "no proposal" for that item rather than omit it.
- Proposers must separately list any exceptions taken to this RFP's specifications; exceptions not separately listed will otherwise be considered invalid.
- FNO will not accept proposals submitted by fax.
- FNO reserves the right to reject any or all proposals, and to select the proposal that FNO determines to be in its best interest.
- FNO reserves the right to eliminate or unbundle any individual service contained in a proposal if, based on FNO's analysis, the fees for that service are excessive or the service can be performed in an alternative manner.
- FNO intends to enter into a formal banking services agreement with the selected Proposer(s) incorporating the provisions of this RFP and the Proposer's response. Additional terms will not be included unless mutually agreed.
- A subsequent agreement may be terminated by the bank on 180 days' written notice, or by FNO on 90 days' written notice.
- Questions and requests for clarification should be submitted by email to procurement@financeauthority.org by the deadline stated in Section 5.
- FNO's Standard Contract Terms and Conditions (Attachment E) will form the basis of the definitive banking services agreement negotiated with the selected Proposer(s).
- Proposers shall submit, with their proposal, a completed and signed Conflict of Interest Disclosure Affidavit (Attachment G) and a completed DBE Participation Form (Attachment H). The selected Proposer shall provide evidence of the insurance coverage described in Attachment F prior to contract execution, consistent with Attachment F.
- Proposers should separately list any exceptions taken to Attachment E's Standard Contract Terms and Conditions, consistent with the exceptions process described above.

ATTACHMENT B FEE SCHEDULE

Proposers shall complete the fee schedule below for all required and optional services proposed. FNO will provide estimated transaction volumes to proposers who advance to the interview/demonstration stage. Proposers should attach additional detail as needed; this table establishes a standard format for comparison across proposals.

Service	Est. Monthly Volume	Unit Price	Est. Monthly Cost
Account maintenance			
Wire transfers (outgoing)			
Wire transfers (incoming)			
ACH origination			
ACH reception			
Positive pay			
Online banking / reporting			
Account analysis / statements			
Custody / safekeeping			
ACH returns			
Positive pay exceptions			
Remote deposit capture			
Lockbox			
Stop payments			
Check printing			
Merchant / payment card processing			
Other (specify)			

Earnings credit rate (ECR) and index/spread methodology offered: _____

Average historical rate paid over trailing 12 months (interest-bearing accounts, money market accounts ("MMA"), ECR, sweep, as applicable): _____

ATTACHMENT C

REQUESTED INFORMATION / BANKING QUESTIONNAIRE

Each Proposer shall carefully examine this RFP and familiarize itself with all requirements before submitting a proposal.

General Banking Information

1. Organizational structure and size of your public finance / treasury management department, including staff dedicated to public sector and housing finance agency relationships.
2. Bank locations (main office and branches nearest FNO).
3. Designated account representative and backup contact, including bios of all personnel to be assigned to FNO's account.
4. Three references from comparable public-sector banking clients, including each client's asset size and years served.
5. Description of your disaster recovery / business continuity plan, including Recovery Time Objective (RTO), Recovery Point Objective (RPO), and continuity testing frequency.
6. Description of your dispute resolution and customer service process.
7. Any incentives offered for transition or retention, and your proposed transition plan and implementation timeline.

Financial Strength

8. Capital ratios, asset quality, earnings, liquidity, and sensitivity to market risk.
9. Financial statements for the past two fiscal years (audited, with an unqualified opinion).
10. Call reports for the last four quarters, or credit rating information from a recognized agency (Moody's, S&P, etc.).
11. Confirmation that you will notify FNO of any change in your credit rating or bank rating during the contract term.
12. Proof of current standing as an eligible public depository, and your CRA rating and rating authority, including CRA activity within FNO's service area.

Service Capabilities

13. Describe your capabilities for each required and optional service listed in Section 7, including any limitations, alternatives, or enhancements you would recommend.
14. Describe your collateralization approach as requested in Section 8, including your proposed custodian.
15. A description of your treasury management platform, including reporting, fraud controls, and integration capability with Sage 50 or similar general ledger systems.
16. Provide your most recent SOC 1 and/or SOC 2 (or equivalent) audit report, and describe your cybersecurity certifications and fraud mitigation controls.
17. Describe all interest-bearing products, insured cash sweep programs, treasury-only and government money market options, overnight investment sweep capability, and other yield-enhancement alternatives available to FNO, and provide historical yields for each over the trailing 24 months.

Investment Banking and Capital Strategy

18. Your firm's equity capital position and excess net capital position (per Securities and Exchange Commission ("SEC") uniform net capital rules), and your willingness to underwrite or place bonds on behalf of a housing finance agency or similar public issuer. Cite recent examples.
19. Your track record providing banking, advisory, underwriting, or custody services to housing finance agencies, state or local green banks, Community Development Financial Institutions ("CDFIs"), climate finance funds, infrastructure banks, or similar mission-driven public investment platforms.
20. Specify your institution's capacity across the following bond structures, as applicable: Internal Revenue Code Section 501(c)(3) bonds for multifamily housing, large-scale single-family development bonds, and Municipal/University/School/Hospital ("MUSH") sector financing. Identify any structures your institution cannot support.
21. Describe your institution's capacity to hold, administer, or co-fund a loan-loss reserve or reserve fund mechanism (e.g., supporting high-risk loans, Disadvantaged Business Enterprise ("DBE") developers, or limited-equity housing cooperatives), separate from a general credit enhancement or guarantee product.
22. Describe your institution's willingness and capacity to provide committed credit facilities, loan participations, warehouse lines, or other leverage products in support of RNOF or FNO's other lending programs.
23. What capital investment ideas do you propose for deployment or leverage of RNOF capital in support of tax abatements, pre-development capital, construction loans, credit enhancement and loan guarantees, equity partnerships, and/or green bond issuance across RNOF's four program areas (Single-Family Homeownership, Affordable Housing Development & Preservation, Community Solar & Distributed Generation, and Resilient Energy Investments)?
24. Capital Recycling Strategy — FNO receives annual Housing Trust Fund allocations and generates principal repayments, interest earnings, fees, and other recurring revenue across its lending programs. Describe one or more specific structures your institution would recommend to help FNO recycle, leverage, and redeploy these recurring funds into future housing and community investment activities. For each recommendation, complete the following:

Item	Response
Proposed structure	
Role of your institution	
Recurring fund source(s) addressed (e.g., HTF, loan repayments, program income, reserve earnings)	
Potential leverage or matching capital	
Expected benefits	
Key risks or implementation challenges	
Comparable example, if available	

25. What CRA-qualified investment, lending, grant, or service opportunities can your institution bring to this relationship, and how would a relationship with FNO support your institution's own CRA objectives?

26. Provide your institution's track record of investing in or providing access to capital in the State of Louisiana and City of New Orleans.
27. Provide a corporate statement on your institution's commitment to community reinvestment, racial equity, and/or Environmental, Social, and Governance ("ESG") practices, as applicable.
28. Are there alternative banking, treasury, or capital solutions you would recommend to help FNO and the Resilient New Orleans Fund reach their community impact goals?

ATTACHMENT D
CONFLICT OF INTEREST/CONFIDENTIALITY

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services requested under this RFP. The Proposer represents to and agrees with Finance New Orleans that it has no present, and will have no future, conflict of interest between providing banking services to Finance New Orleans hereunder and any other person or entity that has any interest adverse or potentially adverse to Finance New Orleans, as determined in the reasonable judgment of Finance New Orleans.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this RFP (Request for Proposals for Banking Services) will be kept confidential and not disclosed to any other person. The Proposer agrees to immediately notify Finance New Orleans if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this RFP. These conflict of interest and confidentiality provisions shall remain fully effective for five years after termination of any services provided to Finance New Orleans hereunder.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT E

STANDARD CONTRACT TERMS AND CONDITIONS

The following terms and conditions will be incorporated into the banking services agreement to be negotiated with the selected Proposer(s) (the "Bank"). By submitting a proposal, the Proposer acknowledges these terms and agrees to negotiate in good faith toward a final agreement consistent with them.

1. **NON-DISCRIMINATION.** In the performance of the Agreement, the Bank will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, or physical or mental disability against (a) any employee of FNO working with the Bank in connection with the Agreement, or (b) any person seeking accommodations, advantages, facilities, privileges, services, or membership in any business, social, or other establishment operated by the Bank. The Bank agrees to comply with applicable federal, state, and local non-discrimination laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In all hiring or employment made possible by or resulting from the Agreement, there will be no discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
3. **INDEMNIFICATION.**
 - (a) By the Bank. The Bank shall indemnify, defend, and hold harmless FNO, its Trustees, officers, employees, and agents from and against claims, losses, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) the Bank's negligence, willful misconduct, or fraud in the performance of the Agreement; (ii) any unauthorized or erroneous funds transfer, disbursement, or account entry caused by the Bank's failure to follow FNO's authorized signers, security procedures, or written instructions; or (iii) the Bank's breach of its data-security or confidentiality obligations under the Agreement resulting in unauthorized access to or disclosure of FNO's account or customer information.
 - (b) By FNO. FNO shall indemnify, defend, and hold harmless the Bank from and against claims, losses, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from FNO's negligence, willful misconduct, or breach of the Agreement, including FNO's failure to safeguard its own security credentials, authorized-signer lists, or online banking access.
 - (c) Allocation Under Applicable Law. This Section does not expand, limit, or override the allocation of liability for funds-transfer errors under Louisiana's enactment of UCC Article 4A (La. R.S. 10:4A-101 et seq.), or the parties' respective rights and obligations under Regulation E, Regulation CC, the NACHA Operating Rules, or the Bank's standard account agreements, which control to the extent of any conflict with this Section.
 - (d) Survival. This Section survives termination or expiration of the Agreement.
4. **CHOICE OF LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict-of-laws provisions.
5. **EXCLUSIVE JURISDICTION AND VENUE.** For all claims arising out of or related to the Agreement, the Bank consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and waives any (a) plea of jurisdiction based on the Bank's residence and (b) right of removal to federal court based on diversity of citizenship.

6. **TERMINATION FOR CAUSE.** Either party may terminate the Agreement for cause, effective upon written notice, if the other party (a) materially breaches the Agreement and fails to cure within thirty (30) days of written notice describing the breach; (b) loses its charter, FDIC/NCUA insurance, or eligibility to serve as a Louisiana public depository; or (c) becomes subject to a regulatory enforcement action that FNO reasonably determines threatens the safety of FNO's deposits or the Bank's ability to perform. This Section supplements, and does not replace, the termination-for-convenience notice periods in Attachment A.
7. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If FNO's governing body does not appropriate funds sufficient to pay the fees due under the Agreement for a subsequent fiscal year, FNO may terminate the fee-based service obligations of the Agreement upon written notice, without penalty. This Section does not affect FNO's deposit, collateralization, or account relationship with the Bank, which is not funded through annual appropriation.
8. **CONFLICT OF INTEREST.** The Bank shall disclose to FNO any direct or indirect conflict of interest between the Bank (or its affiliates) and FNO's Trustees, officers, or employees, consistent with the Conflict of Interest Disclosure Affidavit at Attachment G, and shall promptly notify FNO in writing of any such conflict arising after the effective date of the Agreement.
9. **NON-COLLUSION / NO CONTINGENT FEES.** The Bank represents that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement, and has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.
10. **AUDIT AND INSPECTION.** Upon reasonable written request, the Bank will provide FNO access to records specific to FNO's accounts, transactions, and pledged collateral (including the collateral reporting described in Section 8 of the RFP) during normal business hours. This Section does not require the Bank to provide access to its general corporate books, records of other customers, or supervisory or examination information the Bank is prohibited from disclosing by banking law or its primary regulator. The Bank's SOC 1 and/or SOC 2 reports (Attachment C, Item 16) are intended to satisfy FNO's diligence with respect to the Bank's general control environment.
11. **ASSIGNABILITY.** The Bank shall not assign the Agreement, in whole or in part, without FNO's prior written consent, except that the Agreement may be assigned without consent, upon written notice to FNO, to a successor by merger, acquisition, or charter conversion that assumes all of the Bank's obligations under the Agreement — including the collateralization obligations in Section 8 of the RFP — and that continues to meet the minimum qualifications in Section 6 of the RFP.
12. **AMENDMENT.** The Agreement shall not be modified except by written amendment signed by authorized representatives of both parties.
13. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of the Agreement unenforceable as written, the provision shall be reformed to the maximum extent enforceable or, if reformation is not possible, severed, and the remaining provisions shall remain in full force and effect.
14. **NON-WAIVER.** FNO's failure to insist upon strict compliance with any provision of the Agreement does not constitute a waiver of FNO's right to insist upon such compliance at any other time.
15. **REMEDIES CUMULATIVE.** No remedy under the Agreement is exclusive of any other remedy available to a party; each remedy is cumulative.

16. **SURVIVAL.** The parties' obligations concerning confidentiality, indemnification, audit and record access, and any other provision that by its terms is intended to survive, shall survive termination or expiration of the Agreement.
17. **NO THIRD-PARTY BENEFICIARIES.** The Agreement is entered into for the exclusive benefit of FNO and the Bank; the parties expressly disclaim any intent to benefit any person or entity not a party to the Agreement.
18. **CONSTRUCTION OF AGREEMENT.** Neither party will be deemed to have drafted the Agreement; it will be construed according to the ordinary meaning of its terms, without construction against either drafter. Headings are for convenience only.
19. **TERMS BINDING.** The terms of the Agreement are binding on the parties' respective successors, transferees, and permitted assigns.
20. **PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.** No elected official or employee of FNO shall have a financial interest, direct or indirect, in the Agreement, including through any financial interest held by a spouse, child, or parent. Any willful violation of this provision, with the express or implied knowledge of the Bank, will render the Agreement voidable by FNO.
21. **PROHIBITION ON POLITICAL ACTIVITY.** None of the funds, property, or services provided under the Agreement shall be used in furtherance of the election or defeat of any candidate for public office.
22. **MANDATORY LANGUAGE — LOUISIANA CODE OF GOVERNMENTAL ETHICS.** All members of FNO's Board of Trustees and all FNO officers and employees are subject to the Louisiana Code of Governmental Ethics (LSA-R.S. 42:1101 et seq.), which contains broad prohibitions covering potential conflicts of interest. Questions or concerns about the LA Ethics Code should be directed to FNO staff or to the Louisiana Board of Ethics at (504) 765-2308. The Bank shall notify FNO in writing of any request or solicitation by a Trustee or FNO employee that violates or appears to violate the LA Code of Governmental Ethics or FNO's Procurement Policy.
23. **CONVICTED FELON STATEMENT.** No officer with direct responsibility for FNO's account relationship has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal law for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
24. **SERVICE PROVIDER / SUBCONTRACTOR REPORTING.** The Bank shall identify, upon request, any third-party service provider or data processor it uses to perform a material function under the Agreement (for example, ACH processing, positive pay, or remote deposit capture), and shall notify FNO within thirty (30) days of engaging a new such provider affecting FNO's accounts.
25. **DEBARMENT CERTIFICATION.** The Bank certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and shall notify FNO immediately of any change in this status.
26. **FEDERAL REQUIREMENT AND FLOW-DOWN CLAUSES.**

If applicable, the Agreement is funded in whole or in part with federal funds, and the following provisions are incorporated and must be flowed down to any Bank subcontractor or service provider as required by 2 CFR Part 200, Appendix II:

- a) Equal Employment Opportunity (41 CFR 60-1.4).

- b) Debarment and Suspension (2 CFR 180; 2 CFR 200.214): the Bank certifies neither it nor its principals are suspended or debarred; FNO will verify in SAM.gov.
 - c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 2 CFR 200, Appendix II): for awards exceeding \$100,000, the Bank shall provide the required lobbying certification and disclosures.
 - d) Access to Records and Audits (2 CFR 200.337): the Bank grants FNO, the federal awarding agency, Inspectors General, and the Comptroller General the right of access to pertinent records for audit, examination, and inspection.
 - e) Record Retention (2 CFR 200.334–.336): the Bank shall retain records as required and make them available upon request.
 - f) Procurement Recordkeeping (2 CFR 200.318(i)): FNO will maintain records sufficient to detail the history of this procurement.
 - g) Termination (2 CFR 200.340–.342): the Agreement is subject to termination for cause and for convenience consistent with federal requirements, in addition to FNO's termination rights stated herein.
 - h) Domestic Preferences for Procurements (2 CFR 200.322), where applicable.
 - i) Cost Principles & Reasonableness: the Bank shall maintain cost and price data sufficient for FNO to determine reasonableness per 2 CFR 200.404 and shall cooperate with any cost reviews.
27. ANTI-LOBBYING. If Section 26 applies and the Agreement exceeds \$100,000, the Bank shall submit the certification regarding lobbying required by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and, if applicable, Standard Form LLL (Disclosure of Lobbying Activities).
28. INCORPORATION INTO SERVICE PROVIDER AGREEMENTS. If Section 26 applies, the Bank will incorporate the Federal Requirement and Flow-Down Clauses into any subcontract or service-provider agreement affecting FNO's accounts, by reference or otherwise.

ATTACHMENT F

INSURANCE REQUIREMENTS

The selected Bank shall maintain, at its sole cost and expense, the following coverages, and shall provide evidence of coverage prior to contract execution and annually thereafter using the Certificate of Insurance Coverage at Attachment H:

- (a) Financial Institution Bond / Fidelity Bond — covering employee dishonesty, forgery, computer fraud, and funds-transfer fraud, with a minimum limit of \$5,000,000 per occurrence.
- (b) Errors & Omissions / Professional Liability — covering the Bank's professional services under the Agreement, with a minimum limit of \$5,000,000 per claim / \$10,000,000 aggregate.
- (c) Cyber / Data Breach Liability — covering unauthorized access to or disclosure of FNO's account and customer data, and the costs of breach notification and remediation, with a minimum limit of \$10,000,000 per occurrence.
- (d) FNO shall be notified in writing not less than thirty (30) days before any material reduction or cancellation of required coverage.
- (e) Coverage under this Attachment is in addition to, and not in lieu of, FDIC deposit insurance, SIPC coverage, or any other insurance or bonding the Bank maintains generally as a chartered depository institution.

ATTACHMENT G
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____,
who, being first duly sworn, deposed and said that:

1. The undersigned is the _____ and authorized representative of _____, hereinafter referred to as the "Proposer."
2. The Proposer submits the attached response to RFP 001-09-2026 (Banking Services).
3. The Proposer hereby confirms that a conflict(s) of interest exists / does not exist / may exist in connection with this solicitation which might impair the Proposer's ability to perform if awarded the contract, including any familial or business relationships that the Proposer, its proposed service providers, and its principals or relationship-team officers have with FNO Trustees, officers, and employees. (If a conflict of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved, and why there is a conflict. Attach said letter to this form.)

Proposer Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this
_____ day of _____, 20____.

Notary Public (signature) Notary ID#/Bar Roll #

ATTACHMENT H
DBE PARTICIPATION FORM

Complete the following and submit with your proposal to confirm your level of DBE participation on any subcontracted or outsourced service components of the proposed banking services agreement. Please check the appropriate space:

_____ The Proposer is committed to a minimum of _____% DBE utilization on subcontracted/outsourced service components of this contract (goal: 35%).

_____ The Proposer, if unable to meet the 35% goal, is committed to a minimum of _____% DBE utilization and will submit documentation demonstrating good-faith efforts.

Name of Proposer Firm: _____

Telephone: _____ Email: _____

By: _____ Title/Date: _____

DBE Firm Detail (if applicable)

Name of DBE Firm: _____

DBE Firm Owner or Contact: _____

Telephone: _____ Email: _____

DBE Type: _____ SLDBE Certified: _____ DOTD/LAUCP Certified: _____
Other: _____

Scope of Work: Describe the subcontracted/outsourced service component(s) to be performed by the DBE firm.

