

RFP 22-04 Banking and Investment Services

**Butler Metropolitan Housing Authority
September 2022**

Table of contents

| | | |
|------------|---|-----------|
| 1.0 | Instruction to Proposers | 5 |
| 1.1 | Preparation of Proposals | 5 |
| 1.2 | Explanation to Prospective Proposers | 5 |
| 1.3 | Questions | 5 |
| 1.4 | Amendments to Solicitation | 6 |
| 1.5 | Proposal Requirements | 6 |
| 1.6 | Time for Receiving Proposals | 7 |
| 1.7 | Proposals Withdrawal | 7 |
| 1.8 | Proposal Submission | 7 |
| 1.9 | Late Submission, Modifications, and Withdrawal of Proposals | 8 |
| 1.10 | Evaluation of Proposals | 9 |
| 1.11 | Responsibility of Prospective Proposer | 10 |
| 1.12 | Negotiations with Selected Proposer | 10 |
| 1.13 | Contract Award | 10 |
| 1.14 | Contract Term | 10 |
| 1.15 | Review of Services for Renewal | 11 |
| 1.16 | Service of Protect | 11 |
| 1.17 | Notice of Award | 11 |
| 1.18 | Commencement of Work | 11 |
| 1.19 | Cost of Producing Proposal | 11 |
| 1.20 | Submission Conditions | 11 |
| 1.21 | Qualifications of Proposers | 12 |
| 1.22 | Public Records | 12 |
| 1.23 | Suspended/Debarred | 12 |
| 1.24 | Key Personnel | 13 |
| 1.25 | Assignments | 13 |
| 1.26 | Termination | 13 |
| 1.27 | MBE/FBE | 13 |
| 1.28 | Laws to be Observed | 13 |
| 1.29 | Licensing Requirements | 13 |
| 1.30 | Hold Harmless Clause | 13 |
| 1.31 | Breach of Contract | 14 |
| 1.32 | Complaints | 14 |
| 1.33 | Compensation | 14 |
| 1.34 | Final Payment | 14 |
| 1.35 | Resident Council Meeting | 14 |
| 1.36 | Pre Proposal Conference | 14 |
| 2.0 | Statement of Work | 15 |
| 2.1 | Objective | 15 |
| 2.2 | Required Qualifications | 15 |
| 2.3 | Background | 15 |

| | | |
|--------------------|--|-----------|
| 2.4 | Banking Accounts | 15 |
| 3.0 | Services Required | 18 |
| 3.1 | Accessible | 18 |
| 3.2 | Personal Banking | 18 |
| 3.3 | Expertise | 18 |
| 3.4 | General Depository Agreement | 18 |
| 3.5 | Areas of Service/Definition | 18 |
| 3.6 | Access to Bank Records | 20 |
| 3.7 | Automatic Overdraft Protection | 20 |
| 3.8 | Web Based Services | 21 |
| 3.9 | Usual Account Services | 21 |
| 4.0 | Cost of Services | 22 |
| 4.1 | Direct Billing Method | 22 |
| 4.2 | Collected Balances Required to Support \$1.00 of Services | 22 |
| 4.3 | Alternative Service Charge | 22 |
| 5.0 | Specific Proposal Requirements | 23 |
| 6.0 | Evaluation and Selection Criteria | 24 |
| Exhibit I | Summary of Activity | 25 |
| Exhibit II | HUD-51999 | 26 |
| Exhibit III | HUD 5369-B, HUD 5369-C HUD 5370-C Sec. I, HUD 2992, HLS 0038, Non Collusive | 30 |

Request for Proposal

Butler Metropolitan Housing Authority (BMHA) will receive proposals for the following services:

Scope of Services: Banking and Investment Services

Closing Time: 2:00 p.m. (local time)

Closing Date: November 3, 2022

Where: Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

Phone: (513) 868-5238 **Fax:** (513) 896-9381

Statements received after the stated time and date will not be considered.

A contract will be awarded to the lowest priced responsive, responsible proposer who has complied with the conditions of the specifications.

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Michelle Graham, (513) 868-5238.

BMHA reserves the right to cancel this Request for Proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any proposer to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any proposer for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to establish BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all proposers are advised they must satisfy the goal to utilize qualified minority businesses to perform the subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convince upon ten (10) days written notice to the successful prosper.

BUTLER METROPOLITAN HOUSING AUTHORITY
By: Michelle Graham, Procurement/Budget Assistant

1.0 Instructions to Proposers

Introduction

This Request for Proposal (RFP) identifies the requirements that are considered to be the minimum required by BMHA. This RFP attempts to provide the proposer with sufficient information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFP, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

1.1 Preparation of Proposals

Proposers are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the proposer's risk.

Each proposer shall furnish the information required by the solicitation. The proposer shall sign the proposal and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to BMHA.

Proposals for services other than those specified will not be considered.

1.2 Explanation to Prospective Proposers

Any prospective proposer desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it **in writing**. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective proposer concerning a solicitation will be furnished promptly to all other prospective proposers as an amendment of the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective proposer.

1.3 Questions

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to:

Michelle Graham - Procurement/Budget Assistant
4110 Hamilton-Middletown Road, Hamilton, OH 45011
Fax # (513) 896-9381
Email Address: mgraham@butlermetro.org

Questions may be submitted until **12:00 p.m. (noon) eastern time October 20, 2022**. Answers and responses will be distributed to all prospective proposers after that date.

1.4 Amendments to Solicitation

If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

Proposers shall acknowledge receipt of any amendments to this solicitation by signing and returning the amendment. BMHA must receive the acknowledgement by the time specified for receipt of proposals. Failure to acknowledge all amendments may result in rejection of submission.

The Authority will endeavor to provide copies of addenda to all potential proposers to which this Request for Proposal has been mailed, but it will be the responsibility of each proposer to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this Request for Proposal and all proposers will be bound thereby, whether or not the addenda are actually received by the proposer.

All addenda may be downloaded from www.butlermetro.org, or may be obtained by contacting Procurement/Budget Assistant listed in Section 1.3.

1.5 Proposal Requirements

All proposals must be submitted on the form prescribed by the BMHA in this Request for Proposal (RFP). **One (1) original and four (4) copies (identical to original) must be submitted.** Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted.

These forms, required at the time of submission, must be signed and provided to BMHA.

(Forms may be downloaded from www.butlermetro.org, or obtained by contacting Procurement/Budget Assistant in Section 1.3)

- Debarment Certification for Prime and all levels of Sub-Consultants (HUD 2992).
- General Conditions for Non-Construction Contracts (HUD-5370-C).
- A completed Instruction to Offerors, Non-Construction (HUD-5369-B).
- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- Declaration regarding material assistance to terrorist organizations (HLS 0038).
- Completed General Depository Agreement (HUD-51999)
- Non-Collusive Affidavit for prime and all levels of Sub-Consultants
- Proof of the appropriate insurance coverage:
 - Workers' Compensation – Statutory Amount
 - \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract

- A “Certificate of Insurance” must name the BUTLER METROPOLITAN HOUSING AUTHORITY as “third party insured”
 - General Liability - \$500,000
 - Certificate of Corporate Good Standing for Prime and **all levels** of Sub-proposers
 - Listing of three (3) references with contact information
 - Current client listing as of the proposal closing date

Proof of insurance must be attached to the proposal. Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen’s Compensation, in accordance with State Law for all employees engaged under this contract. Proof of the proposers’ s current **Workman’s Compensation Certificate must be attached to the proposal.** Proof of Workmen’s Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Workers’ Compensation certificate will be ground for the contracting officer to terminate the contract for default.

Please note that HUD Form 5370 (attached) shall become a part of any contract arising out of this Request for Proposal.

1.6 Time for Receiving Proposals

Proposals received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton-Middletown Road Hamilton, OH 45011 will serve as the official time clock.

1.7 Proposal Withdrawal

No proposal shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the proposals without written consent of BMHA.

1.8 Proposal Submission

Proposals must be submitted to BMHA by **November 3, 2022 at 2:00 p.m. (local time)** without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

One original copy of the proposal, plus four exact copies marked "Copy" are required. The cost proposal should be attached with "original" proposal.

To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope of package as follows:

Request for Proposal
To Provide: Banking and Investment Services
Solicitation No. RFP 16-02
Due: 11/3/2022 By: 2:00 p.m. (local time)

Proposals shall be submitted in sealed envelopes or packages using forms furnished by BMHA. All required forms shall be submitted in the envelope or package(s), which will clearly be marked "Proposal Documents" and will show the project name and number, name of proposer and the date and time when proposals are due. Once received by BMHA, proposals will not be returned.

All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful proposer(s) may become part of any contract award at the sole discretion of the Authority.

Facsimile proposals, modifications or withdrawals will not be considered.

Negative or zero prices will cause the whole submission to be deemed a non-responsive submission.

BMHA may reject any proposal as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

1.9 Late Submissions, Modifications, and Withdrawal of Proposals

Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

A modification resulting from BMHA's request for "best and final" proposal received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by BMHA after receipt by BMHA.

The only acceptable evidence to establish the time of receipt at BMHA is the time/date stamp of BMHA on the proposal wrapper or other documentary evidence of receipt maintained by BMHA.

Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to BMHA will be considered at any time it is received and may be accepted.

1.10 Evaluation of Proposals

Within thirty (30) days after receipt of proposals, BMHA will complete a review of all qualifications.

The Procurement Section will conduct an initial review process. This review of all proposals submitted to establish responsiveness and responsibility according to the submission of required documents on the part of the proposer.

Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each proposer's proposal, (2) rate each proposal's proposal by awarding a point value to each of the evaluation and selection criteria.

- Each proposer will ultimately end up with a score based upon the points assigned to the evaluation factors by each team member. All individual factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter into negotiations with the highest rated proposer.

Should the Authority deem it advisable to obtain clarification, proposers yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all proposers may be asked to make such oral presentations.**

During this oral evaluation phase BMHA may, at its discretion, request any one or all proposers to make oral presentations. If invited to participate, at this point, based on their oral presentations, proposers will again be evaluated on the technical evaluation factors.

In consideration of the evaluation team's final scores, BMHA intends to enter into negotiations with, and award a contract to, the highest ranked proposer(s) based on the points received for the **oral evaluation** phase.

The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this request for proposal shall be at the sole discretion of the Authority. In addition, multiple awards may be made.

1.11 Responsibility of Prospective Proposer

The BMHA shall award a contract only to a responsible prospective proposer who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective proposer must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
- Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible proposers are available for inspection.

Before a proposal is considered for award, the proposal may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the proposer to provide additional information may render the proposer ineligible for award.

1.12 Negotiations with Selected Proposer

Once the evaluation process is complete, BMHA will negotiate with the highest ranked proposer. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If BMHA and the highest ranked proposer fail to reach an agreement, BMHA may negotiate with the next highest ranked proposer to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services.

1.13 Contract Award

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to BMHA provided the proposal complies with all conditions of the Request for Proposal (RFP). BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. BMHA is prohibited from making an award to firms (including sub-proposers) or any individuals that are on the list of firms ineligible to receive from the United States Governments, as furnished by HUD.

1.14 Contract Term

The contract term is for two (2) years, effective **January 1, 2023 thru December 31, 2024**, with the Authority having the option to renew for three (3) additional years at no additional cost to the Authority, effective January 1, 2025 to December 31, 2025; January 1, 2026 to December 31, 2026 and January 1, 2027 to December 31, 2027, respectively.

1.15 Review of Services for Renewal

Prior to the end of the twelfth (12th) month of the initial contract BMHA will evaluate the proposer to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the proposer, as specified by BMHA. The proposer agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL**

PERIOD(S) By mutual consent of BMHA and the proposer, the contract may be renewed for three (3) additional twelve (12) month period ending December 31, 2027. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday thru Thursday) of the calendar month in which the current contract period expires. It is understood and agreed that the contract may be renewed only at the same prices and under the same conditions governing the original contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

1.16 Service of Protest

Any protest against the award of a contract to this solicitation shall be served on BMHA by obtaining written and dated acknowledgement of receipt from BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for the receipt of proposal or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All proposal protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

1.17 Notice of Award

All proposers will be notified by mail or BMHA's selection as soon as possible. A successful proposer will be issued a Notice of Award.

1.18 Commencement of Work

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

1.19 Cost of Producing Proposal

The costs of producing proposal are the responsibility of the proposer. BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any proposal.

1.20 Submission Conditions

Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers are not allowed to change the conditions or specifications

contained herein by making or entering onto these documents or the documents submitted any revisions or additional and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate the proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be considered by BMHA as if those additional marks, notations, or requirements were not entered on such.

1.21 Qualifications of Proposers

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services and the proposer shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities. BMHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposers is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.22 Public Records

Proposers acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label each page containing such data, secrets, or information as follows:

“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”

To the extent permitted by law, information labeled by the proposer as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of proposals (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the proposer selected.

Neither a proposal, in its entirety, nor the cost section of a proposal will be considered confidential/proprietary. Any proposal marked as such will be deemed non-responsible and eliminated from further consideration.

1.23 Suspended/Debarred

The Authority will reject the qualifications of any proposer who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any proposer who has previously failed to perform any contract properly for the Authority.

1.24 Key Personnel

The key personnel specified by the successful proposal will be considered essential to the work to be performed by the successful proposer. Prior to diverting any of the key personnel for any reason, the proposers shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

1.25 Assignments

Unless otherwise agreed to by BMHA's contracting officer, the proposer shall not assign the contract to any other party.

1.26 Termination

Termination may occur for (but is not limited to) the following reasons:

- Proposer fails to perform any provisions within the contract
- Proposer fails to supply ample skilled workman
- Proposer disregards any laws, ordinances, rules or regulations
- HUD funding to the authority is curtailed or reduced
- The convenience of the Authority

1.27 MBE/FBE

The Authority has established a goal of 20% Minority Business Enterprise (MBE) and 5% Female Business Enterprise (FBE) for contracts exceeding \$10,000. Please indicate the MBE/FBE percentage for your company on the proposal form.

1.28 Laws to be Observed

Proposer warrants compliance with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and/or costs associated with such compliance are the responsibility of the proposer and not payable to the Authority.

1.29 Licensing Requirements

Proposer shall maintain all licenses required by local, state and federal laws.

1.30 Hold Harmless Clause

The proposer will hold BMHA harmless from any and all negligent actions the proposer or their employee/s cause.

1.31 Breach of Contract

Any breach of this contract will result in the Authority withholding payment to the proposer until satisfactory results are obtained.

1.32 Complaints

All complaints concerning unfinished or unsatisfactory work will be forward to the proposer by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its options, have the work completed in another manner and the cost of such work be deducted from the payment of the proposer.

1.33 Compensation

The proposer is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

1.34 Final Payment

Proposer will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

1.35 Resident Council Meeting

Proposer shall attend resident council meetings as requested by BMHA.

1.36 Pre Proposal Conference

There will not be a pre-proposal conference on this RFP

2.0 Statement of Work

2.1 Objective

Butler Metropolitan Housing Authority (The Authority) is soliciting competitive sealed proposals from qualified full-service banks that are incorporated under the laws of the United States, and have multiple branch outlets within the Butler County limits. This Request for Proposal (RFP) is intended to cover all Authority bank accounts and services for the time period of **January 1, 2023 thru December 31, 2024**, with the option of 3 successive renewal years.

The Authority's Finance Office encourages all prospective bank representatives to examine this RFP carefully. Qualified banks, as defined below, are requested to submit proposals to provide Authority banking services, as defined in this RFP.

2.2 Required Qualifications of Proposer

To be considered for award, the proposer must meet or exceed the following minimum requirements:

- The proposer must be federally or State of Ohio Chartered, with banking facilities convenient to 4110 Hamilton Middletown Road, Hamilton, OH 45011. The branch bank which is convenient to the above mentioned address must provide the full range of banking services required by this RFP.
- The proposer must be a qualified public depository, with total assets of at least \$1,000,000,000 as of June 30, 2022, whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC).

2.3 Background

Butler Metropolitan Housing Authority provides Public Housing for low and moderate incomes persons of Butler County. Currently BMHA operates 1,140 low rent public housing units and administers roughly 2,400 Section 8 vouchers within Butler County. BMHA hopes to establish a professional personal relation that will be beneficial for BMHA, the successful proposer, and BMHA's low and moderate income residents. Working with BMHA will afford the successful proposer the opportunity to provide services for our residents as part of the bank's community reinvestment goal.

Major revenue sources for the Authority come from the Department of Housing and Urban Development (HUD), rental income, services provided to residents.

2.4 Banking Accounts

BMHA, to the extent possible, operates all major banking services through one consolidated account. However, because of bonding requirements, and the need to manage funds separately, the following accounts are required.

2.4.1 Checking

The Authority currently maintains seven (7) checking accounts with a possible of six (6) sub accounts. All checks written on Authority accounts require 2 signatures.

2.4.1.1 General (estimated balance \$5,000,000.00)

This is the major banking account for the Authority. Rental incomes as well as all HUD ACH transfers/deposits cycle through this account, and other deposits.

2.4.1.2 Section 8 (estimated balance \$2,000,000.00)

This account will experience checks written out to our landlords for Section 8 services, monthly HUD ACH deposits, and other deposits.

2.4.1.3 Knightsbridge (estimated balance \$200,000.00)

The Knightsbridge account will include a small number of checks for miscellaneous services.

2.4.1.4 Modernization (Sweep account – no balance)

Vendor payments clean on this account. This is a ZBA account and is funded by the General Checking Account.

2.4.1.5 Court (Sweep account – no balance)

A small number of checks for court costs and fees are funded through this account. This is a ZBA account and is funded by the General Checking Account.

2.4.1.6 Central Office (estimated balance \$140,000.00)

Due to changes in HUD requirements to transition to Asset Management, BMHA was required to open a Central Office Checking Account. There will be minimal activity for the Authority.

2.4.2 Investments

The Authority currently maintains four investment accounts. The investment account will be administered by BMHA and advised by bank personnel to ensure the highest level of return on investment is achieved while maintain sufficient liquidity to fund BMHA's current operations.

2.4.2.1 General (estimated balance \$5,000,000.00)

This is a ZBA account, and the major investment account of the Housing Authority. We will utilize this account in all instances unless fund integrity issues require us to utilize a separate account.

2.4.2.2 Security Deposit

This account represents the total amount of security deposits collected by BMHA plus interest earned on those funds, with no restrictions. Transfers into and out of this account will be directed by BMHA personnel.

2.4.2.3 Section 8 (Currently Inactive – not included in Exhibit I)

Funds maintained by Section 8 must be separate from the rest of the Housing Authority's activities. This investment account allows us to invest while maintaining fund integrity.

2.4.2.4 Beacon Pointe Lease Proceeds (estimated balance \$200,000.00)

This account is an interest bearing account to be separate from the rest of the Housing Authority activities. This investment account allows the Authority to invest while maintaining fund integrity.

2.4.2.5 Turnkey III Homeownership (estimated balance \$400,000.00)

This account is an interest bearing account to be separate from the rest of the Housing Authority activities. This investment account allows the Authority to invest while maintaining fund integrity.

2.4.2.6 Knightsbridge

This is a ZBA account. This account is an interest bearing account to be separate from the rest of the Housing Authority activities. This investment account allows the Authority to invest while maintaining fund integrity.

2.4.2.7 Central Office

This account is an interest bearing account to be separate from the rest of the Housing Authority activities. This investment account allows the Authority to invest while maintaining fund integrity. **See Exhibit I, for a summary of all activity, for all of the above-referenced accounts.**

3.0 Services Required

In order to be considered for award, the proposer must be capable of meeting the Authority's banking requirements and of providing the services outlined below. The Authority welcomes any alternative services your bank can prescribe from those listed below.

3.1 Accessible

Maintain a full-service home office or branch convenient to 4110 Hamilton Middletown Road, Hamilton, OH 45011 and multiple branches within the Butler County limits. Branch hours should be open for a minimum of 10 am till 5 pm.

3.2 Personal Banking

BMHA is seeking a banking relationship which will provide a high level of personal service to the Authority. Although automated banking is cost effective for a financial institution and efficient in many ways to the Authority, we still believe it is important for the Authority and the financial institution servicing the Authority, to develop a professional personal relationship. Please provide information regarding the level of personal service the bank provides the level of access provided, and whether we will have direct access to a personal banker assigned to our account.

3.3 Expertise

Have the expertise on staff to provide a full range of banking services to the Authority as requested.

3.4 General Depository Agreement

The bank must sign HUD-51999 the General Depository Agreement (Exhibit II).

3.5 Areas of Service/Definition

The information or work plan proposed by the proposer shall fully detail the proposer's proposal pertaining to each of the following, including submittal of samples forms, if appropriate.

- **Account Analysis-Credit Adjustment:** Periodic bank adjustment for prior account analysis statement (could also be a debit). Any adjustment to prior period account analysis.
- **ACH Fraud Filter Review Base-Fax:** Monthly fee for service that allows BMHA to review incoming ACH transactions to determine if they authorized.
- **ACH Fraud Filter Stop Base Charge-Fax:** Monthly fee for service that stops and returns all incoming ACH transactions.
- **ACH Mail Service:** Mailing of ACH Notifications of returns.
- **Automatic Clearing House (ACH):** No further description

- **Account Statements:** Within 5 business days of the end of each calendar month, provide the BMHA monthly account statements overall activity for each of the individual BMHA accounts, must be available via the Internet.
- **Central Depository Account:** Maintain a Central Depository Account which shall facilitate the collection of all BMHA deposits made into the General Fund Accounts. This is a Zero Balance Master Account and the General Fund Accounts as sub accounts feeding through into the Master.
- **Collateral Securities:** Collateralize all BMHA funds and investments over the FDIC limits pursuant to all applicable state statutes and HUD regulations.
- **Credits posted:** Fee for BMHA deposits (credit, nor debit).
- **Demand Deposit Account:** Pertains to checking accounts
- **Deposit Tickets:** 8 ¾" x 3 ¼", triplicate NCR, bound 25/book.
- **Deposit Slips:** Provide to the BMHA standard MICR encoded Deposit Slips for normal deposits.
- **Deposited Checks-Bank Affiliates:** There are instances when checks are deposited that are drawn on affiliated banks in states other than our state.
- **Electronic Deposits:** Ability to scan or take a photo of a check, and deposit into the appropriate account.
- **Extended Storage: Minimum 24 months:** Per transaction for items viewed on the Internet by BMHA.
- **General Fund Accounts:** Maintain a General Fund Accounts for all BMHA housing programs to facilitate funds received from all Federal and State agencies.
- **Images of Checks:** The image of each check will be shown front and back (front and back of each check shall count as one image), or CD Rom, if unable to store 24 months viewing.
- **Inter-fund Transfers:** Provide internet InterOfund transfers between accounts.
- **Internet ACH same-day item:** ACH entries sent to the bank via the internet with same-day settlement.
- **Investment:** Be able to provide a wide range of investment services. BMHA currently invests excess funds in Federal type securities only.
- **Lockbox:** No further description.
- **Major Credit Card Program:** 2 accounts; one in the name of Butler Metropolitan Housing Authority-Knightsbridge and one in the name of Butler Metropolitan Housing Authority that displays the name of the individual with sole use (presently a minimum of 3 users). This program should not charge any annual fees.
- **Monthly Account Analysis Reports/Daily Cash Balance Reports:** Shall be provided to BMHA via the internet.
- **Notice of Change:** Must be delivered to BMHA within 1 work day of receipt.
- **Operating Assistance Balance Report-per call:** BMHA call to the bank for account balance (in lieu of using the internet).
- **Payroll/Direct Deposits:** Payroll direct deposit service provided by another proposer; the bank shall, at any local branch, honor all BMHA payroll checks

presented by the payee with proper identification at no charge to the BMHA employee.

- **Positive Pay:** Prevent fraud by detecting unauthorized or counterfeit checks. Allows BMHA to review exceptions, make on-the-spot corrections, download images of exceptions to help make to pay/no pay decision and create register entries for all exception items before final payment.
- **Previous Day Subscription:** Information reporting, also known as balance reporting, monthly fee, per account.
- **Security Deposit Accounts:** Maintain Security Deposit Accounts for BMHA programs that require such accounts.
- **Stop Payments:** In a timely and appropriate manner, facilitate all stop payment requires received from BMHA. Must have capabilities to enter via the internet.
- **Wire Transfers:** Be able to provide wire transfer services and shall guarantee immediate credit on all such transfers upon receipt (next day credit on U.S. Treasury checks).
- **Zero Balance Accounts:** Maintain 1 payroll account and 2 accounts payables Zero Balance Accounts which are designed to automatically draw from the Central Depository Account on those funds required on a daily basis.
- **Other Services:** Submit a full description of any additional services detailed herein that are available to BMHA or its employees.
- **One System Only:** The successful proposer must provide one system for all accounts. BMHA must be able to go to the banking internet system and download all reports and conduct all services, including:
 - Account balances;
 - Items cleared prior day;
 - All transfers, deposits and wire transfers completed.
- **FDIC Insured:** The successful proposer will be required to present proof that it is FDIC insured.
- **Current Contractor:** The current contractor for Banking and Investment Services is First Financial Bank.

3.6 Access to Bank Records

The bank shall allow reasonable access to bank record by the Authority's internal and external auditors for the purpose of examining records relating to the use of Authority funds.

3.7 Automatic Overdraft Protection

Accounts payable disbursements for the Authority shall have automatic overdraft protection. Payroll disbursements of approximately \$100,000.00 per payday are issued every other Friday. Accounts payable disbursement checks are issued every Thursday numbering approximately 100 checks per issue with an average total check-write estimated of \$100,000.00, per week. Section 8 issues approximately 1,200 checks on the first of every month with an average total of \$1,100,000.00.

3.8 Web Based Services

- Access to all accounts listed in section 2.4
- Daily Reporting including available balances, total debits and credits, details
- Stop Pay abilities
- Monthly Statements
- Query ability including date range by account

3.9 Usual Account Services

Usual account services, such as check or deposit copies, stop payment services, pre-numbered deposit slips, as well as other services normally associated with a checking account, shall be made available to the Authority. Charges for check orders and deposit slip orders should be reflected on the monthly account analysis report, for the account in which the order was placed.

4.0 Cost of Services

It is the intent of the Authority to pay for only services specified on the proposal pricing forms per unit cost. The Authority **requires** pricing for two options:

4.1 Direct Billing Method

If this option is chosen by the Authority, the bank shall prepare a monthly billing for services rendered. This billing shall be presented in a format similar to the proposal form with a total for all services charges for the month.

If the direct billing method is chosen, the bank shall submit invoices, in triplicate, at the end of each month, such statement to also include a detailed breakdown of all charges for that monthly period.

Invoices under the direct billing method shall be based upon actual services rendered and actual unit costs. All such invoices will be paid promptly by the Authority unless any times thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The bank shall provide complete cooperation during any such investigation.

Invoices under the direct billing method shall be forwarded to the following addresses:

Accounting Manager
Butler Metro Housing Authority
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

4.2 Collected Balances Required to Support \$1.00 of Services

Collected daily balances based on the average daily balances of all Authority checking accounts. This collected balance requirement will be fixed for one year and will be renegotiated yearly on the anniversary of the contract.

4.3 Alternative Service Charge

The Authority invites alternative pricing method to the two methods cited in this proposal.

5.0 Specific Proposal Requirements

Proposals should be as thorough and detailed as possible so BMHA may properly evaluate your capabilities to provide the required system. Proposals should include at a minimum:

- Written narrative statement including:
 - Experience in providing the services proposed
 - Name, qualifications and experience of personnel to be assigned to provide services proposed.
- The Banks latest Certified Financial Report and 10k report
 - Experience in providing the services proposed
 - Name, qualifications and experience of personnel to be assigned to provide services proposed.
- Provide at least 3 reference of similar size and complexity for whom you have provided the services offered in response to this RFP. BMHA reserves the right to contact these clients for references. Include the following information:
 - Client Name
 - Contact person
 - Phone number
 - E-mail address
- Provide a pricing proposal showing an itemized estimated cost based on activity in Exhibit I for the entire period of the contract (60 months) in response to 4.1 (the total cost of maintain the accounts specified for the entire period of the contract). Also provide as a separate line item, collected balances required to support \$1.00 of services in response to 4.2

6.0 Evaluation and Selection Criteria

Proposal received response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the technical and cost/price, etc....of each proposer's proposal submitted. Each proposal shall be evaluated only on the criteria listed bellows as evaluation factors.

The Butler Metropolitan Housing Authority will evaluate each proposal using the following criteria with a total of 100 points:

| | |
|--|------------------|
| Bank Financial Information/Level of Service | 30 Points |
| Services Offered | 30 Points |
| Location of Banking Centers | 15 Points |
| Services Proposed | 10 Points |
| Pricing | 15 Points |
| 100 Points Total | |

Exhibit I

Summary of Activity



irst financial bank

MAY 2022

Account

Page 1

GROUP SUMMARY ANALYSIS

Butler Metropolitan Housing Authority
General Account
4110 Hamilton Middletown Rd
Hamilton OH 45011-6218

Officer: Caroline E Bove
Telephone Number: (513) 603-4041
Banking Center: 201

Date Prepared: 6/10/22
Days In Statement Cycle: 31
Business Analysis

| | |
|---------------------------------------|--------|
| Average Daily Ledger Balance | 992.94 |
| Less Average Daily Float | 992.94 |
| Average Daily Collected Balance | .00 |
| Average Collected Negative Balance | .00 |
| Average Collected Positive Balance | .00 |
| Balances Available For Other Services | .00 |

Earnings Credit On \$.00

| | | |
|------------------------------|--------|-----|
| Uncollected Funds Charges On | \$.00 | .00 |
| Net Earnings Credit | | .00 |

| Service Provided | Activity | Unit Price | Activity Charge | Required Balances |
|--------------------------------|----------|------------|-----------------|-------------------|
| Maintenance Fee | 5 | 25.0000 | 125.00 | |
| Deposit Assessment | | | .10 | |
| Deposited Items | 42 | .1700 | 7.14 | |
| Transit Deposited Items | 104 | .1700 | 17.68 | |
| ACH Debits | 14 | .1800 | 2.52 | |
| ACH Credits | 16 | .1800 | 2.88 | |
| Checks | 322 | .2200 | 70.84 | |
| Deposits | 11 | .8500 | 9.35 | |
| Deposits - Lockbox | 16 | .6000 | 9.60 | |
| Zero Balance Account - Sub | 2 | 15.0000 | 30.00 | |
| Interest First Sweep | 3 | 55.0000 | 165.00 | |
| CD ROM Imaging | 2 | 25.0000 | 50.00 | |
| ACH Monthly Maintenance | 1 | 25.0000 | 25.00 | |
| ACH Items Originated | 136 | .1800 | 24.48 | |
| Fraud Control Bundle | 5 | 65.0000 | 325.00 | |
| Pos Pay Exception - per item | 12 | 1.0000 | 12.00 | |
| WLBX Monthly Maintenance | 1 | 125.0000 | 125.00 | |
| RLBX Per Item | 59 | .3000 | 17.70 | |
| LBX Client Portal | 1 | 45.0000 | 45.00 | |
| LBX Posting File- Monthly Mtnc | 1 | 50.0000 | 50.00 | |
| LBX Pmt Posting per Keystroke | 8202 | .0100 | 82.02 | |
| LBX - Return Mail | 25 | .5400 | 13.50 | |

Total Services And Required Balances 1,209.81

Current Month Net Charge 1,209.81-

Your Account will Be Charged 1,209.81-



irst financial bank

MAY 2022

Account

Page 2

GROUP SUMMARY ANALYSIS

Officer: Caroline E Bove
Telephone Number: (513) 603-4041
Banking Center: 201

Date Prepared: 6/10/22
Days In Statement Cycle: 31
Business Analysis

| | |
|---------------------------------------|--------|
| Average Daily Ledger Balance | 992.94 |
| Less Average Daily Float | 992.94 |
| Average Daily Collected Balance | .00 |
| Average Collected Negative Balance | .00 |
| Average Collected Positive Balance | .00 |
| Balances Available For Other Services | .00 |

| | | |
|------------------------------|--------|-----|
| Earnings Credit On | \$.00 | .00 |
| Uncollected Funds Charges On | \$.00 | .00 |
| Net Earnings Credit | | .00 |

| Service Provided | Activity | Unit Price | Activity Charge | Required Balances |
|------------------|----------|------------|-----------------|-------------------|
|------------------|----------|------------|-----------------|-------------------|

Accounts Included:

End of Statement

FIRST

first financial bank
Beginning of Statement

MAY 2022

Account

Page 1

INDIVIDUAL SUMMARY ANALYSIS

Butler Metropolitan Housing Authority
General Account
4110 Hamilton Middletown Rd
Hamilton OH 45011-6218

Officer: Caroline E Bove
Telephone Number: (513) 603-4041
Banking Center: 201

Date Prepared: 6/10/22
Days In Statement Cycle: 31
Business Analysis

| | |
|---------------------------------------|--------|
| Average Daily Ledger Balance | 818.83 |
| Less Average Daily Float | 818.83 |
| Average Daily Collected Balance | .00 |
| Average Collected Negative Balance | .00 |
| Average Collected Positive Balance | .00 |
| Balances Available For Other Services | .00 |

| | | |
|------------------------------|--------------|-----|
| Earnings Credit On | at \$.00 | .00 |
| Uncollected Funds Charges On | at .030000% | .00 |
| Net Earnings Credit | at \$.00 | .00 |
| | at 7.500000% | .00 |

| Service Provided | Activity | Unit Price | Activity Charge | Required Balances |
|--------------------------------|----------|------------|-----------------|-------------------|
| Maintenance Fee | 1 | 25.0000 | 25.00 | 981,182.80 |
| Deposit Assessment | | | .09 | 3,532.26 |
| Deposited Items | 42 | .1700 | 7.14 | 280,225.81 |
| Transit Deposited Items | 81 | .1700 | 13.77 | 540,435.48 |
| ACH Debits | 12 | .1800 | 2.16 | 84,774.19 |
| ACH Credits | 8 | .1800 | 1.44 | 56,516.13 |
| Checks | 159 | .2200 | 34.98 | 1,372,870.97 |
| Deposits | 7 | .8500 | 5.95 | 233,521.51 |
| Deposits - Lockbox | 16 | .6000 | 9.60 | 376,774.19 |
| Interest First Sweep | 1 | 55.0000 | 55.00 | 2,158,602.15 |
| CD ROM Imaging | 1 | 25.0000 | 25.00 | 981,182.80 |
| ACH Monthly Maintenance | 1 | 25.0000 | 25.00 | 981,182.80 |
| ACH Items Originated | 136 | .1800 | 24.48 | 960,774.19 |
| Fraud Control Bundle | 1 | 65.0000 | 65.00 | 2,551,075.27 |
| Pos Pay Exception - per item | 6 | 1.0000 | 6.00 | 235,483.87 |
| WLBX Monthly Maintenance | 1 | 125.0000 | 125.00 | 4,905,913.98 |
| RLBX Per Item | 59 | .3000 | 17.70 | 694,677.42 |
| LBX Client Portal | 1 | 45.0000 | 45.00 | 1,766,129.03 |
| LBX Posting File- Monthly Mtnc | 1 | 50.0000 | 50.00 | 1,962,365.59 |
| LBX Pmt Posting per Keystroke | 8202 | .0100 | 82.02 | 3,219,064.52 |
| LBX - Return Mail | 25 | .5400 | 13.50 | 529,838.71 |

Total Services And Required Balances 633.83 24,876,123.67

Current Month Net Charge 633.83- 24,876,123.65

Your Account will Be Charged 633.83-



irst financial bank

MAY 2022

Account

Page 2

INDIVIDUAL SUMMARY ANALYSIS

Officer: Caroline E Bove
Telephone Number: (513) 603-4041
Banking Center: 201

Date Prepared: 6/10/22
Days In Statement Cycle: 31
Business Analysis

| | |
|---------------------------------------|--------|
| Average Daily Ledger Balance | 818.83 |
| Less Average Daily Float | 818.83 |
| Average Daily Collected Balance | .00 |
| Average Collected Negative Balance | .00 |
| Average Collected Positive Balance | .00 |
| Balances Available For Other Services | .00 |

| | | |
|------------------------------|--------------|-----|
| Earnings Credit On | \$.00 | |
| Uncollected Funds Charges On | at .030000% | .00 |
| Net Earnings Credit | at 7.500000% | .00 |

| Service Provided | Activity | Unit Price | Activity Charge | Required Balances |
|------------------|----------|------------|-----------------|-------------------|
|------------------|----------|------------|-----------------|-------------------|

This account is linked with other related accounts for Service Charge calculation.

Any applicable Service Charge will be charged to primary account number 5311499239



first financial bank

Butler Metropolitan Housing Authority

Date 5/31/22
Account Number

Page 1

SUMMARY OF ACCOUNT

| Account Number | Account Title | Current Balance |
|----------------|--------------------------------|-----------------|
| | Interest First Swp Public Fund | |

CHECKING ACCOUNT(S)

Account Title:

Butler Metropolitan Housing Authority
General Sweep Account

Interest First Swp Public Fund

Account Number

Application Code

Previous Balance

8 Deposits

13 withdrawals

Service Charge

Interest Paid

Current Balance

Images Included

Statement Dates 5/02/22 thru 5/31/22

Product Code

Number of Days for A.P.Y.E.

Average Ledger

Average Collected

2022 Interest Paid

0

R3

30

DEPOSITS AND ADDITIONS

| Date | Description | Amount |
|------|-------------------|--------|
| 5/03 | Transfer from DDA | |
| | Acct No. | |
| 5/09 | Transfer from DDA | |
| | Acct No. | |
| 5/10 | Transfer from DDA | |
| | Acct No. | |
| 5/11 | Transfer from DDA | |
| | Acct No. | |
| 5/12 | Transfer from DDA | |
| | Acct No. | |
| 5/13 | Transfer from DDA | |
| | Acct No. | |
| 5/26 | Transfer from DDA | |
| | Acct No. | |
| 5/31 | Transfer from DDA | |
| | Acct No. | |
| 5/31 | Interest Deposit | |

WITHDRAWALS AND DEDUCTIONS

| Date | Description | Amount |
|------|-------------|--------|
|------|-------------|--------|

Copy

first

first financial bank

Date 5/31/22
Account Number

Page 2

Interest First Swp Public Fund

(Continued)

WITHDRAWALS AND DEDUCTIONS

| Date | Description | Amount |
|------|--|------------|
| 5/02 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/04 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/05 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/06 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/16 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/17 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/18 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/19 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/20 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/23 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/24 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/25 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |
| 5/27 | Transfer to DDA Acct No. [REDACTED] | [REDACTED] |

DAILY BALANCE INFORMATION

| Date | Balance | Date | Balance | Date | Balance |
|------|------------|------|------------|------|------------|
| 5/02 | [REDACTED] | 5/11 | [REDACTED] | 5/20 | [REDACTED] |
| 5/03 | [REDACTED] | 5/12 | [REDACTED] | 5/23 | [REDACTED] |
| 5/04 | [REDACTED] | 5/13 | [REDACTED] | 5/24 | [REDACTED] |
| 5/05 | [REDACTED] | 5/16 | [REDACTED] | 5/25 | [REDACTED] |
| 5/06 | [REDACTED] | 5/17 | [REDACTED] | 5/26 | [REDACTED] |
| 5/09 | [REDACTED] | 5/18 | [REDACTED] | 5/27 | [REDACTED] |
| 5/10 | [REDACTED] | 5/19 | [REDACTED] | 5/31 | [REDACTED] |

copy

Exhibit II

HUD 51999

General Depository Agreement U.S. Department of Housing and Urban Development OMB No, 2577-0075

Office of Public and Indian Housing

Exp.

10/31/2017

This Agreement, entered into this _____ day of _____, 20____ by and between

(herein called the "HA"), a duly organized and existing public body corporate and politic of the _____ of

and

(herein called the "Depository"), located at _____

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest bearing deposit or interest bearing accounts, designated

Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.

3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.

4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.

5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either HA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2. Strike this paragraph if paragraph 2 applies:

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit

insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____, on behalf of _____
Title Organization (PHA)

_____, on behalf of _____
Title Organization (Depository)

_____, on behalf of _____
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. Notice shall be considered immediate if delivered not later than 2:00 p.m. local bank time. Notice received by 2:00 p.m. local bank time shall be implemented by the Depository by 5:00 p.m. on the business day on which the notice was deemed received by the Depository's designee referenced above. Notice delivered after 2:00 p.m. local bank time shall be considered received and effective at the opening of the following business day. Business day means every day except Saturdays, Sundays and federal holidays.

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA
(SEAL)
ATTEST:
By _____
Chairman

Secretary

Depository
By _____
(SEAL)
ATTEST:

Exhibit III
HUD 5369-B
HUD 5369-C
HUD 5370-C Section I
HUD 2992
HLS 0038
Non Collusive

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offer or ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)(2) above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Contract Conditions Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the _____ Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

5. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; *except* that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the

Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest).

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory of possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b). Prohibition.

- (1) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(2)(ii)(A) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

14. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

16. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

17. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

18. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| | | |
|---|--|-------|
| Applicant | | Date |
| Signature of Authorized Certifying Official | | Title |



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

| | | | | |
|--------------|-------|------------|--------|----------------|
| LAST NAME | | FIRST NAME | | MIDDLE INITIAL |
| HOME ADDRESS | | | | |
| CITY | STATE | ZIP | COUNTY | |
| HOME PHONE | | WORK PHONE | | |

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

| | | | |
|----------------------------|-------|-----|--------|
| BUSINESS/ORGANIZATION NAME | | | |
| BUSINESS ADDRESS | | | |
| CITY | STATE | ZIP | COUNTY |
| PHONE NUMBER | | | |

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

Non-Collusive Affidavit

State of _____

County of _____

_____, being first sworn, deposes and
says: That they are _____ (president, sole owner, partner,
etc.) of _____ (firm name) the party making the
forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham;
that no one conspired, connived or agreed, directly or indirectly, with any bidder or
person, to put in a sham bid or to refrain from bidding, and has not in any manner,
directly or indirectly sought by agreement or collusion, or communication or conference,
with any person, to fix the bid price of the affiant or of any other bidder, or to fix any
overhead, profit or cost element of said bid price, to secure any advantage against the
Owner of any person interested in the proposed contract: and that all statements in said
proposal or bid are true.

Signature of Bidder: _____ (if individual)

Signature of Bidder: _____ (if partnership)

Signature of Bidder: _____ (if corporation)

Subscribed and sworn to before me this ____ day of _____, 202__

_____ (Notary Public), My commission expires _____, 202__