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INTRODUCTION

The Columbus Metropolitan Housing Authority (hereinafter, “HA”) is a public entity, formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, in Columbus and Franklin County. CMHA is headed by a President & CEO and is governed by a Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and CMHA’s procurement policy. The Agency was brought into existence by resolution of the State of Ohio’s Board of Housing on May 8th, 1934. CMHA is a subdivision of the State of Ohio.

Currently, the HA owns and/or manages: (a) 26 multi-family apartment complexes totaling 3,225 units; (b) eight senior complexes, totaling 733 units; and (c) four Service Enriched complexes, totaling 196 units. The HA also administers approximately 13,500 Section 8 Housing Choice Vouchers and manages the HUD Project Based Rental Assistance contracts covering 81,000 units in Ohio and Washington, D.C. through its subsidiary, Assisted Housing Services Corporation. The HA currently has approximately 125 employees.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the services specified herein to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

The Authority has an annual budget of approximately 825 million dollars and has an average daily balance in its primary operating account of 6 million dollars.

RFP AT A GLANCE

[Table No. 2]

HA CONTACT INFORMATION	Andrea Quinichett, Purchasing Manager 614.421.4434 aquinichett@cmhanet.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access the cmhanet.com 2. Click on the “Business Opportunities/Section 3” heading 3. Click on the “Purchasing/Open Opportunities” heading If you have any problems in accessing or registering on the system, please call the Purchasing Department at 614.421.4434
PRE-PROPOSAL CONFERENCE	Thursday, April 15, 2021, 11:00am on Zoom Meeting https://us02web.zoom.us/j/82004538378?pwd=S2tvcGJuME9WZkc3V1M1U3dLcVZTdz09 Meeting ID: 820 0453 8378 Passcode: 130456
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As directed within Section 3.0 of the RFP document, All pricing must be submitted separately, to feeproposal@cmhanet.com . All technical responses must be submitted and received to technicalresponse@cmhanet.com no later than the submittal deadline stated herein (or within any ensuing addendum).
PROPOSAL SUBMITAL RETURN & DEADLINE	Friday, April 23, 2021 @2:00pm 880 E. 11 th Avenue Columbus, Ohio 43211 The “hard copy” proposal must be received in-hand and time stamped by the HA by no later than 11:00 a.m.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	May 2021

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the HA website, www.cmhanet.com and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.10 The HA reserves the right to select a single or multiple award contract.
- 1.11 The HA reserves the right to add requirements during the contract period when it is in the best interest of the HA.

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2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services:

2.1 Areas of Service/Definitions: As further detailed herein, the HA is seeking proposals to provide the following services. The information or work plan proposed by the proposer under Tab No. 4 shall fully detail the proposer's offer pertaining to each of the following, including the submittal of sample forms, if appropriate.

2.1.1 Account Analysis-Credit Adjustment: Periodic bank adjustment for prior account analysis statement (could also be a debit).

2.1.2 ACH Fraud Filter Review Base-Fax: System that allows the HA to review incoming ACH transactions to determine if they are authorized and prevent ACH fraud.

2.1.3 ACH Mail Service: Mailing of ACH Notification of returns.

2.1.4 Automated Clearing House (ACH): No further description.

2.1.5 Account Statements (AS): Within 5 business days of the end of each calendar month, provide to the HA monthly AS showing overall activity for each of the individual HA accounts.

2.1.6 Central Depository Account (CDA): Maintain a CDA which shall facilitate the collection of all HA deposits made into the GFA's. The CDA is a Zero Balance Master Account and the GFA's as sub accounts feeding into the Master.

2.1.7 Checks: For any required check returns to the HA, an electronic copy image is acceptable.

2.1.8 Collateral Securities (CS): Collateralize all HA funds and investments over the FDIC limits pursuant to all applicable State statutes and HUD regulations.

2.1.9 Demand Deposit Account (DDA): Pertains to checking accounts.

2.1.10 Deposit Tickets (DT): 8 ¾" x 3 ¼", triplicate NCR, bound 25/book.

2.1.11 Deposit Slips (DS): Provide to the HA standard MICR encoded DS for normal deposits. Check scanning for deposits is required.

2.1.12 Earnings Allowance (EA): In lieu of paying interest, the bank may calculate an EA on the collected balances in the HA checking accounts and will apply that amount to the account analysis, which may (and probably will) reduce the monthly bank charges paid by the HA.

2.1.13 Extended Storage: Items will be viewable via online system for a minimum of 180 days.

2.1.14 General Fund Accounts (GFA): Maintain a GFA for all HA housing programs to facilitate funds received from all Federal and state agencies.

- 2.1.15 **Images of Checks:** The image of each processed check will be available for viewing (front and back of each check shall count as one image) via an online system.
- 2.1.16 **Inter-fund Transfers (IT):** Provide Internet IT between accounts.
- 2.1.17 **Internet ACH One-day Item:** ACH entries sent to the bank via an online system with one-day settlement.
- 2.1.18 **Internet ACH Same-day Item:** ACH entries sent to the bank via an online system with same-day settlement.
- 2.1.19 **Internet ACH Two-day Item:** ACH entries sent to the bank via an online system with two-day settlement.
- 2.1.20 **Investment:** Be able to provide a wide range of investment services.
- 2.1.21 **Monthly Account Analysis Reports (MAAR)/ Daily Cash Balance Reports (DCBR):** shall be provided to the HA via an online system.
- 2.1.22 **Notice of Change (NOC):** Must be delivered to the HA within 1 workday of receipt.
- 2.1.23 **Account Representative:** The selected Proposer shall prove an account representative that shall serve as the contact for all banking services as described in this RFP.
- 2.1.24 **Returned Items (RI):** Re-process all returned items once.
- 2.1.25 **Payroll/Direct Deposits:** Payroll direct deposit service provided by another contractor; the Bank shall, at any local branch, honor all HA payroll checks presented by the payee with proper identification at no charge to the HA employee.
- 2.1.26 **Positive Pay:** Prevent fraud by detecting unauthorized or counterfeit checks. Allows the HA to review exceptions, make on-the-spot corrections, download images of exceptions to help make a pay/no pay decision and create register entries for all exception items before final payment.
- 2.1.27 **Procurement Cards (PCARD):** Provide a procurement card program. The HA currently has approximately 6 PCARD's.
- 2.1.28 **Proper Check Authorizations (PCA):** Ensure that the proper HA signature is on any HA check presented for payment.
- 2.1.29 **Security Deposit Accounts (SDA):** Maintain SDA's for HA programs that require such accounts.
- 2.1.30 **Serial Sort-Per Item:** Non-truncated check charge for returning cancelled checks in check number order with the monthly bank statement.

- 2.1.31 **Stop Payments (SP):** In a timely and appropriate manner, facilitate all stop payment requests received from the HA. Must have capability to enter via an online system.
 - 2.1.32 **Wire Transfers (WT):** Be able to provide WT services and shall guarantee immediate credit on all such transfers upon receipt (next day credit on U.S. Treasury checks).
 - 2.1.33 **Zero Balance Accounts (ZBA):** Maintain 1 payroll account and 2 accounts payable accounts as ZBA's which are designed to automatically draw from the CDA only those funds required on a daily basis.
 - 2.1.34 **Other Services:** Under Tab #4, submit a full description of any additional services not detailed herein that are available to the HA or its employees.
- 2.2 **One System Only:** The HA must be able to go to the banking online system and download all reports and conduct all services, including:
- 2.2.1 Account balances;
 - 2.2.2 Items cleared prior day;
 - 2.2.3 All transfers completed;
 - 2.2.4 Deposits completed;
 - 2.2.5 Wires completed.
- 2.3 **FDIC Insured:** The successful proposer will be required to present proof that it is an FDIC insured institution.
- 2.4 **Current Contractor:** The HA's current contractor for these services is Multiple Awardees, of Columbus, OH who was retained in May, 2016, pursuant to Resolution Number 7623.
- 2.5 **General Depository Agreement (GDA):** The successful Proposer(s) shall execute a HUD General Depository Agreement (GDA) upon Award. See Attachment E.

3.0 **PROPOSAL FORMAT:**

- 3.1 **Tabbed Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's Demonstrated Understanding of the HA's Requirements.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, The Appropriateness of Technical Approach (including labor categories, estimated hours and skill mix), the Quality of the Work Plan, Technical Capabilities (in terms of personnel, equipment and materials) and the Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's Overall quality and professional appearance of the Proposal submitted, based upon the opinion of the evaluators.
3.1.4.5		If the firm had a Quality Assurance audit done by the PIH/REAC QASS division? If so, submit a copy.
3.1.4.6		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.7		The proposed quality control program;
3.1.4.8		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.9		A complete description of the products and services the firms provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its

		managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm; and a summary of the bank's State of Condition.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.12 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.13 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e., "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees: Each proposer must provide a schedule of fees for services provided at outlined in Section 2.1.

3.3 Quantities: All quantities entered within the Proposer's Fee Sheet are for calculating purposes only. As may be further detailed herein, the HA does not guarantee any minimum

or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA shall reserve the right to retain multiple contractors and shall retain the right to order from those contractors (successful proposers), on a task order basis, any number of services or items that the HA requires during the ensuing contract period(s).

- 3.4 Proposal Submittal Electronic Method:** It is preferable and recommended that The proposer shall submit the all- inclusive technical portion of the response to technicalresponse@cmhanet.com , ensuring that all information requested in Section 3.0 Proposal Format are included.

- 3.4.1 Proposal Submittal Binding Method:** It is acceptable that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. “comb-type;”, 3-ring binder; etc.). If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs. A total of one (1) original signature copy of the fee sheet and one (1) original signature copy of the technical response (marked "ORIGINAL") and 4 exact copies of the technical response ONLY of the “hard copy” proposal submittal shall be placed unfolded in a sealed package and addressed to:

The Columbus Metropolitan Housing Authority
Attention: Andrea Quinichett
Purchasing Manager
880 E. 11th Avenue
Columbus, Ohio 43211

The email title must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

- 3.4.2 Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer on the provided “Fee Sheet” (Attachment D) The Proposer shall submit this sheet to feeproposal@cmhanet.com. Do not submit, enter or refer to any fees or costs to technicalresponse@cmhanet.com. Any proposer that does so may be rejected without further consideration. A proposer must enter a proposed fee for each item- a "No Proposal" will not be allowed for any item, though a “No Charge” will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc. All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firm.
- 3.4.3 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 any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are

entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal.

3.4.4 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities--Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference.

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3.6.1 General Directions to the Pre-proposal Conference:

Join Zoom Meeting: Thursday April 15, 2021 @ 11:00am

<https://us02web.zoom.us/j/82004538378?pwd=S2tvcGUuME9WZkc3V1M1U3dLcVZTdz09>

Meeting ID: 820 0453 8378

Passcode: 130456

One tap mobile

+13017158592,,82004538378# US (Washington DC) 13126266799,,82004538378#

+US (Chicago)

Dial by your location.

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 820 0453 8378

Find your local number: <https://us02web.zoom.us/j/kcl8kPErY8>

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 5]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Objective	The PROPOSED COSTS the proposer proposes to charge the HA to complete the required work.
2	15 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ;
3	30 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN. TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
4	25 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

4.1.2 Preference Evaluation Factor: The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 5a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
6		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
6a	5 points		Priority I: As detailed on page 5 of Attachment D.
6b	4 points		Priority II: As detailed on page 5 of Attachment D.
6c	4 points		Priority III: As detailed on page 5 of Attachment D.
6d	3 points		Priority IV: As detailed on page 5 of Attachment D.
6e	2 points		Priority V/VI: As detailed on page 5 of Attachment D.
	5 points		Maximum Preference Points (Additional)
	5 points	Total Possible Points	

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).

4.2.2 Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Justification Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.6 of this document, the designated CO is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation: The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 6 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation

Factors No. 2, 3, 4, and 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations: The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer: Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the President & CEO for approval. If the evaluation was performed to the satisfaction of the President & CEO, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

4.2.6.1 Ties: In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.7 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 The cost or financial offers received from each proposer;

4.2.8 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- 5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:
- 5.2.1 Contract Form:** The HA is not obligated to contract on the successful proposer's form when a HA form is available, and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by.
- 5.2.1.1** Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.
- 5.2.2 Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO.
- 5.3 Contract Period:** The HA anticipates that it will initially award a contract for the period not to exceed five (5) years.
- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
- 5.4.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000);
- 5.4.3** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000);
- 5.4.4** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

- 5.4.5 A copy of the proposer's business license allowing that entity to provide such services within the City of Columbus;
 - 5.4.6 If applicable, a copy of the proposer's license issued by the State of Ohio licensing authority allowing the proposer to provide the services detailed herein.
 - 5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- 5.5 **Right To Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

ADDITIONAL CONSIDERATIONS:

- 6.1 **Required Permits and Licenses:** Unless otherwise stated in the RFQ documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFQ, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer to procure and provide such necessary permits or licenses.
- 6.2 **Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Ohio State Sales and Use Taxes and Federal Exercise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.3 **Official, Agent and Employees of THE HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.4 **Termination:** Any contract resulting from this RFQ may be terminated under the following conditions:

- 6.4.1 **By mutual consent of both parties, and**
- 6.4.2 **Termination For Cause:** As detailed within Clause No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I - (Within or without Maintenance Work)*, attached hereto:
 - 6.4.2.1 The HA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFQ or any resulting contracts, and after receipt of written notice from the HA, fails to correct such failures within seven (7) days or such other period as the HA may authorize or require.
 - 6.4.2.1.1 Upon receipt of a notice of termination issued from the HA, the Contractor shall immediately cease all activities under any contract resulting from this RFQ, unless expressly directed otherwise by the HA in the notice of termination.
 - 6.4.2.1.2 The HA may terminate any contract resulting from this RFQ in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- 6.4.3 **Termination For Convenience:** In the sole discretion of the HA, the HA may terminate any and all contracts resulting from this RFQ in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.
- 6.4.4 The rights and remedies of the HA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- 6.4.5 In the event the resulting contract from this RFQ is terminated for any reason, or upon its expiration, the HA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to the HA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

**FORM OF PROPOSAL
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Four copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C Form HUD-5369-A
_____	Tab 3 Proposer’s Certification & Profile of Firm Form (Attachment B)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability/Resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Preference
_____	Tab 10 Other Information (Optional)

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Proposal Fee Sheet, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted HA website, www.cmhanet.com, including an agreement to execute an Agreement and/or Contract. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted proposal fee sheet and/or Banking Services Table No. 5 pertaining to this RFP.

Signature

Date

Printed Name

Company

**PROFILE OF FIRM FORM
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime___ Joint Venture/ Partner___ Sub-contractor___ (This form must be completed by and for each).
- (2) Name of Firm:_____ Telephone:_____ Fax: _____
- (3) Street Address, City, State, Zip:_____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in (Jurisdiction); (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 3 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Identify the rate in which employees are paid:

POSITION WITHIN ORGANIZATION	MANNER OF PAY (HOURLY/COMMISSION, OTHER)

- (8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Caucasian
American (Male)
_____% | <input type="checkbox"/> Public-Held
Corporation
_____% | <input type="checkbox"/> Government
Agency
_____% | <input type="checkbox"/> Non-Profit
Organization
_____% |
|---|---|---|---|

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- | | | | | | | |
|--|--|---|---|--|---|---|
| <input type="checkbox"/> Resident-
Owned*
_____% | <input type="checkbox"/> African
American
_____% | <input type="checkbox"/> **Native
American
_____% | <input type="checkbox"/> Hispanic
American
_____% | <input type="checkbox"/> Asian/Pacific
American
_____% | <input type="checkbox"/> Hasidic
Jew
_____% | <input type="checkbox"/> Asian/Indian
American
_____% |
|--|--|---|---|--|---|---|

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Woman-Owned
(MBE)
_____% | <input type="checkbox"/> Woman-Owned
(Caucasian)
_____% | <input type="checkbox"/> Disabled
Veteran
_____% | <input type="checkbox"/> Other (Specify):
_____% |
|---|---|--|---|

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WMBE Certification Number: _____ Certified by (Agency): _____

(9) Federal Tax ID No.: _____

(10) Columbus, Ohio Business License No.: _____

(11) State of _____ License Type and No.: _____

(12) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(13) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(17) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature **Date** **Printed Name** **Company**

ATTACHMENT C: INSTRUCTIONS FOR BIDDERS/PROPOSERS

SPECIAL CONDITION

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

SIGNATURE REQUIRED

Any page format in which proposal pricing is stated must be signed in ink followed by the person's signature printed or typewritten. If the proposer is a firm or corporation, insert the corporate name followed by the signature and title of a person authorized to sign said proposal.

PRINCIPALS, PARTNERSHIPS OR PROPRIETORS

All proposers are required to attach to the proposal packet a list of all principals, partners or proprietors of the company along with the appropriate title and/or position of each person.

TAXES

The HA is tax exempt. The successful proposer will be furnished an exemption certificate if needed.

PRICING

Proposers are to quote firm prices unless otherwise noted in the specifications. In case of a discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price IN WORDS WILL CONTROL.

ACCEPTANCE AND REJECTION

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. The HA reserves the right to reject any and all proposals, to waive technicalities, and to request a re-quote on the required materials and/or services. If more than one item is listed, prices shall be quoted on each unit. However, each item shall be considered a separate proposal and the HA reserves the right to award a contract on each item separately proposed, or on all items as a whole or any combination thereof. Proposers whose proposal is made on an "all or none" basis must clearly state such fact in the proposal.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals.

SUBMISSION OF PROPOSAL

Proposals must be submitted on the attached proposal page unless otherwise noted in the specifications. Blank spaces in the proposal must be completed and the phraseology is not to be changed. Any additional conditions, limitations, or provisions attached to the proposal may result in its rejection. It is important that all pages be in proper sequence. If the vendor does not wish to propose, the proposal should be so marked.

Proposals received prior to the time of the opening will be securely kept, unopened. No proposal received after the specified time will be considered except under the following conditions: if a proposal arrives by mail, date & time stamped prior to the deadline of the opening/deadline, but before award is made, and it is shown to the satisfaction of the awarding officer that late arrival was due solely to delay in the mails, such proposals will be received and considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified.

Proposals must be submitted in a sealed envelope and clearly state the Proposer's Name, Address, RFP number and RFP Submittal deadline date.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal document will be on file in the office of the Purchasing Department no less than five (5) working days prior to the scheduled proposal closing. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of proposal documents. Total proposal or specific item cancellations may be issued later than the time specified above.

DELIVERY

Time will be of the essence for any orders placed as a result of this proposal. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified. Delivery shall be made 8:00 a.m. to 4:00 p.m. Monday through Friday to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the proposer the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.

Reference to a particular trade, manufacturer's catalog or model number is made for descriptive purposes to guide the proposer in interpreting the requirements of the HA. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal. "Or Equal" substitutions will be reviewed by the HA for approval.

SAMPLES

Samples, when requested, must be furnished free of expense and, if not destroyed, will upon request be returned at the proposer's expense.

INELIGIBLE PROPOSERS

The HA is prohibited from making any awards to contractors, subcontractors or firms who are on lists of those ineligible to receive awards from the United States, as furnished periodically by HUD. The current list of ineligible firms is available for inspection by prospective proposers at the offices of the HA.

The HA is required to procure contracts only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the HA will review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, record of past performance, and financial and technical resources.

AWARD OF CONTRACT

The contract will be awarded to the responsible proposer (s) submitting the best value and other evaluating factors complying with the conditions of the Request for Proposal (RFP).

All specifications and proposal documents become a binding part of the contract.

PERFORMANCE BOND

All proposers will be required to furnish a performance bond for any service/construction proposals exceeding \$50,000. The performance bond of 100% of the full amount of the contract, which secures the faithful performance of the contract, must be furnished within 14 days of contract award. No exceptions will be granted without prior written permission of the HA. Failure of the successful proposer to comply shall constitute a default. The HA may either award the contract to the next reasonable proposer or re-

advertise for proposals; and the HA may charge against the proposer the difference between the amount of the proposal and the amount for which the contract for the work is subsequently executed.

SUBCONTRACTORS

The contractor shall not contract with any proposed subcontractor who has not been accepted by The HA. The contractor shall notify The HA in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by The HA within ten (10) working days after receipt of said request. The HA may, without claim for extra cost by the contractor, disapprove any subcontractor for cause on the basis of its own determination or, because the contractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.

CANCELLATION

The HA reserves the right to monitor and evaluate the performance of a vendor, pursuant to this proposal, on a regular basis. Either The HA or the vendor may terminate this contract upon a material violation of the terms herein, as noted in Section 6.4 of the RFP document.

PRE-PROPOSAL CONFERENCE

Where advisable or in the Authority's interest a Pre-Proposal Conference will be conducted for all proposers as specified in the proposal advertisement (time and location). This conference shall be for clarification of procedures and requirements connected with the preparation of responsive proposals only.

MINORITY AND FEMALE BUSINESS ENTERPRISE POLICY

As policy, the Columbus Metropolitan Housing Authority (The HA) will aggressively seek to contract with minority and/or female business enterprises for at least twenty percent (20%) of its annual dollar expenditures for construction, development and supply of goods and services. Initially, The HA will seek to meet this goal by expanding and improving its contacts with appropriate minority and/or female business enterprises, so that more responsive proposals and competitive quotations can be solicited and received from such business enterprises. The HA will, therefore, compile and maintain a master list of minority and female business enterprises (categorized and referenced by types of businesses) and related non-profit or service organizations. These businesses and specific groups will be kept informed, through outreach activities, regarding general and specific business opportunities with The HA. Formal bidding through public advertisements will also be paid for or sponsored by The HA with minority press and media as well as the major Columbus newspaper. Training sessions, focusing on both The HA's general business practices and specific construction jobs or purchasing transactions, will also be conducted for the benefit of minority and/or female business enterprises on a regular basis. Actual contract awards for construction and purchasing will be recorded and monitored for minority and/or female business enterprise participation, and selected proposers will be expected to achieve their minority and/or female business enterprise commitments. Implementation duties for this policy will be delegated to the Minority Business/Contract Compliance Officer (for development activities) and the Purchasing Agent (for procurement activities), under the general supervision of the President\CEO.

Attachment D:

SECTION 3 PARTICIPATION

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Authorizing Name and Signature

Notary

Title

My term expires: _____

Signature

Date

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

DATE: _____

Signature

Date

Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature Date Printed Name

REQUEST FOR PROPOSALS (RFP) NO. 2021-002, Banking Services

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

Attachment E: HUD Depository Agreement Sample

DEPOSITORY AGREEMENT

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

Banking Accounts

This Agreement entered into this ____ day of _____, 20____, between _____ (herein called the “Recipient”), [a [federally recognized or state recognized] Indian tribe; an Indian Housing Authority created under [tribal or state] law; or an entity created under [tribal or state] law providing for housing authorities or housing entities for Indians] and _____ (herein called the “Depository”) located at _____.

Witnesseth:

Whereas, the United States Department of Housing and Urban Development (herein called “HUD”) has entered into one or more grant agreements (herein called “NAHASDA Grant Agreement”) with the Recipient for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.) (herein called “NAHASDA”);

Whereas, the Recipient may borrow funds for affordable housing activities which HUD guarantees under the Title VI of NAHASDA pursuant to a guarantee contract (herein called “Guarantee Contract”);

Whereas, the Recipient may establish an investment account to invest Indian Housing Block Grant funds for the purpose of carrying out affordable housing activities under NAHASDA;

Whereas, the Recipient is required to hold funds for investment in an account subject to an agreement in a form prescribed by HUD;

Whereas, the Recipient may establish and maintain a separate reserve account only for the purpose of accumulating amounts for administration and planning relating to affordable housing activities under NAHASDA;

Whereas, the Recipient may invest funds in a reserve account only in Investments prescribed by HUD subject to an agreement in a form prescribed by HUD;

Whereas, the Recipient must ensure that any interest or dividends earned on funds in a reserve account that is deemed non-program income in accordance with 24 C.F.R. § 1000.239 are tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account;

Whereas, the Recipient may only invest in the following (herein collectively called “Investments prescribed by HUD”): obligations of the United States; obligations issued by United States

REQUEST FOR PROPOSALS (RFP) NO. 2021-002, Banking Services

Government sponsored agencies; securities that are guaranteed or insured by the United States; mutual (or other) funds registered with the Securities and Exchange Commission and which invest only in obligations of the United States or securities that are guaranteed or insured by the United States; and

Whereas, the Depository desires to perform certain banking services for the Recipient in accordance with the terms of this Agreement.

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

1. The Depository shall ensure that its banking accounts are continuously insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or an insurance organization specifically approved by the Secretary of the U.S. Treasury Department under Title 31, CFR, Part 226 (each, a “Federal Insurance Organization”).
2. All monies deposited by the Recipient with the Depository shall be credited to the Recipient in a separate interest bearing deposit or interest bearing accounts, designated:

[enter account name(s) and/or account number(s)] _____

(herein called the “Accounts”). Any portion of Recipient funds not insured by a Federal Insurance Organization shall be fully (100%) and continuously collateralized with specific and identifiable Investments prescribed by HUD. -The Depository agrees, for the purpose of insuring and guaranteeing any portion of the Recipient’s funds not insured by a Federal Insurance Organization/SIPC, to pledge and, at all times while in custody of such funds, maintain the pledge of collateral security of the classes described, and under the terms and conditions set forth, in paragraph 5 of PIH Notice 96-33, Required HA Cash Management and Investment Policies and Procedures issued June 30, 1997, and extended on August 2, 2002, indefinitely.

The Depository agrees that, in the event of its failure to pay, when due, the whole or any part of the funds deposited in the Account(s), or in the event of the failure for any reason of the Recipient or HUD to receive promptly funds to be transmitted or otherwise handled by the Depository in the performance of its duties under this Agreement, or in the event that the Depository shall otherwise violate or fail to perform any of the terms of this agreement, or in the event of the insolvency of the Depository, or the Depository shall be closed for business by law or by proper corporate action, or in the event that a receiver, or conservator, or liquidator, or any other officer shall be appointed for the purpose of terminating the business of the Depository, HUD, without prior notice or demand, through such agents as it may designate for the purpose, may forthwith redeem or sell the pledged collateral, and any addition thereto or substitution therefore, or any part thereof, at either public or private sale or sales, and apply the proceeds of such redemption or sale or sales, after deducting all necessary or proper expense of such redemption or sale or sales, to the payment of funds deposited in the Account(s) or the repayment of funds received by the Depository for transmission or handling, or both, or any other indebtedness of the Depository to HUD by reason of this Agreement, any surplus remaining from the proceeds of the redemption or sale or sales of such investments after payment or repayment in full has been made, to be paid to the Depository.

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1. 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 Investments prescribed by HUD with monies from the Accounts or to sell the investments, if such order or directive is in writing and signed on behalf of the Recipient by an authorized representative who is designated by resolution of the governing body of Recipient to have such authority. To assist the Depository in its obligation, the Recipient shall furnish the Depository with a certified copy of the resolution.
2. Any investments received for the Recipient 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 safekeeping for the Recipient until sold. Interest or dividends on such investments and the proceeds from the sale thereof shall be deposited in the Accounts upon receipt. Where interest or dividends are earned on amounts in reserve accounts, the Recipient must ensure that such amounts may be tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account. Where such funds cannot be tracked and accounted for separately, such interest and dividends earned on the investment of funds in reserve accounts must be deposited by the Depository in a separate account established for that purpose and shall be held by the Depository as custodian or trustee for the Recipient to ensure that funds with different Federal requirements are not commingled;
3. If the Depository receives written notice from HUD that no withdrawals by the Recipient 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 investments, or permit any withdrawals by the Recipient from the Accounts until the Depository is authorized to do so by written notice from HUD. In addition, upon written demand from HUD, the Depository shall pay to HUD funds from the Accounts, which may be the entire amount in the Accounts. HUD may only demand funds from the account in accordance with the requirements of 24 CFR §1000.532 or, in the event of default, pursuant to the Guarantee Agreement.
4. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the NAHASDA Grant Agreement and Guarantee Agreement, and shall be under no duty to investigate or determine whether any actions taken by either the Recipient or HUD in respect of the Accounts are consistent with or are authorized by the NAHASDA Grant Agreement or Guarantee Agreement or whether either the Recipient is in default or noncompliance with the NAHASDA Grant Agreement or Guarantee Agreement. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate, notice, or demand 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.
5. 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 Recipient 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.
6. HUD is intended to be a third-party beneficiary of this Agreement and certain provisions to this Agreement are for the benefit of HUD and HUD may sue to enforce its provisions and to recover damages for any failure to carry out its terms.

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7. The Recipient shall submit a fully executed copy of this Agreement to HUD within 30 business days of the Agreement's execution.
8. The Depository shall promptly notify the Recipient of the deposit or credit of any monies to the Accounts.
9. The provisions of this Agreement may not be modified by either party without the prior written approval of HUD.
10. (The Depository shall promptly notify the Recipient of the deposit or credit of any monies to the Accounts.
11. The provisions of this Agreement may not be modified by either party without the prior written approval of HUD.
12. (For use only in those states that have laws prohibiting the Recipient from implementing paragraph 2.) **NOTE:** Strike paragraph 11 if not applicable.

At no time shall the Recipient's funds in the Accounts be permitted to exceed the amount insured by a Federal Insurance Organization (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 Recipient, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the Recipient, or (b) on behalf of the Recipient, purchase Investments prescribed by HUD. Such investments shall not be considered to be a part of the Accounts pursuant to paragraph 5 hereof but shall be held by the Depository as custodian or trustee for the Recipient in a separate account established for that purpose by the Depository (herein the "Investments Account").

The Investments Account shall be designated: **[enter account name and/or account number]** _____

Income or other proceeds from investments held in a separate Investments Account shall, as directed by the Recipient, upon receipt, be paid to or on behalf of the Recipient; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this section, be deposited in the Account. If the Depository receives written notice from HUD pursuant to paragraph 4 hereof that no withdrawals by the Recipient from the Account are to be permitted, the Depository shall not honor any directive from the Recipient to sell investments, or permit any withdrawals by the Recipient, from the Investments Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Account and the Investments Account, the Depository, except as directed in writing from HUD, shall not remit any payment to the Recipient for the purpose of limiting the amount of funds in the Account to the insured amount but shall instead purchase Investments prescribed by HUD and hold such investments in the Investments Account.

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13. For purposes of notification or submission of this Agreement or other documentation to HUD, HUD shall be the Area Office of Native American Programs to which the recipient submitted its Indian Housing Plan pursuant to 24 CFR § 1000.214. **In Witness Whereof**, the Recipient 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.

Recipient

By: _____

Title: _____
Authorized representative

[SEAL] ATTEST:

Depository By: _____

Title: _____ [SEAL]
ATTEST:

Public reporting burden for the collection of information is estimated to average 15 minutes. This includes the time for collecting, reviewing, and reporting the data. Response to this request for information is required in order to receive the benefits to be derived. The information is used to allow Indian Housing Block Grant (IHBG) recipients to invest IHBG funds in eligible instruments with bankers. The information requested is not confidential, as explained at 5 CFR 1320.8(b)(3). This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.