

REQUEST FOR PROPOSAL FOR BANKING SERVICES

The Brainerd Housing and Redevelopment Authority is seeking proposals for Banking Services.

One original proposal and two copies should be submitted to the Brainerd HRA, Attn: Karen Young at 324 East River Road, Brainerd, MN 56401 and one electronic copy of the proposal should be submitted to karen@brainerdhra.org.

RFP packages can be obtained by e-mail at kathryn@brainerdhra.org. The Brainerd HRA website at brainerdhra.org or can be picked up at the HRA office at 324 East River Road, Brainerd, MN 56401.

Questions regarding the Request for Proposal can be e-mailed to karen@brainerdhra.org.

**BRAINERD HOUSING AND REDEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS: BANKING SERVICES
AMENDMENT**

1. Amendment number: 1
2. Issued by: Karen Young, Finance Director
3. Date of Amendment of solicitation: September 19, 2018
4. The date specified for receipt of proposals is extended to the following new date:
October 26, 2018
5. The above mentioned solicitation is amended as set forth below. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of proposals, by signing this form below.
6. Description of amendment: Sections listed below are amended.

C. Proposals:
 - a. Schedule
 - c. Submission Process
 - d. Contract

Addition of Form HUD 5369-B

7. Name and banking institution of signer: _____

Signature: _____

Date: _____

**BRAINERD HOUSING AND REDEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS: BANKING SERVICES**

A. Introduction:

The Brainerd Housing and Redevelopment Authority (Authority) is reviewing its banking services and therefore is requesting proposals be submitted from interested banking institutions.

Authority staff will evaluate submitted proposals. During the evaluation process, the Authority reserves the right, where it may serve the best interest of the Authority, to request additional information or clarification. The Authority reserves the right to accept or reject any proposal for any reason.

B. Background Information:

The Authority is a public body, corporate and politic, of the State of Minnesota established in 1966. A seven-member Board of Commissioners governs the Authority. The Mayor of the City of Brainerd appoints members of the governing board for staggered terms; they, in turn, elect a Chairperson, Vice Chairperson, and Secretary/Treasurer. The Board members also employ an Executive Director to administer the affairs of the Authority.

The Authority owns and operates 203 units of Public Housing comprised of 16 scattered site units, a low rent public housing apartment building with 162 units, and 25 single family/duplex housing units.

The Authority administers 320 vouchers in Crow Wing County as part of the Housing Choice Voucher program.

Accounting operations are centralized in the finance department, led by Karen Young, Finance Director.

C. Proposals:

a. Schedule

Issuance of RFP:	August 23, 2018
Questions due by	October 5, 2018
RFP Responses due:	October 26, 2018

b. Preparation

Submission of a proposal is proof an examination of specifications was made and the banking institution is familiar with requirements. There is no expressed or implied obligation for the Authority to reimburse responding banks for any expenses incurred in preparing proposals in response to this request.

c. Submission Process

- a. Upon review of RFP, banking institution questions can be e-mailed to Karen Young. Allow until October 12 for response.
- b. Submit one original, two copies and one electronic completed proposal with full name and address of banking institution; no facsimile copies will be accepted.
- c. Please provide a list of fees associated with your organization. Pricing proposals should be developed based on the attached Client Analysis Statement, services requested and the volume of activity. Please also provide a proposal of detailed total monthly service charges for required services, optional services and recommended services. Include all necessary pricing elements that are necessary to implement the solution.

- d. Provide a list of at least three references that include other Authorities and/or local units of government of comparable size and complexity of services utilized. Provide name, address, phone number and e-mail address for each reference.
- e. Proposals will be addressed to:
Brainerd Housing and Redevelopment Authority,
Attn: Karen Young
324 East River Road
Brainerd, MN 56401
E-mail: karen@brainerdhra.org
- f. Proposals will be received at Brainerd Housing Authority until October 26, 2018. Proposals received after stated time will not be considered.

d. Contract

The evaluation process will be completed by November 16, 2018. Following notification of the selected banking institution, a contract will be negotiated for a term of up to five years.. Services and pricing are subject to periodic review and the Authority reserves the right to terminate or extend the contract.

e. Other

The Authority reserves the right to retain all submitted proposals and use any ideas regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the banking institution of the conditions contained in this request.

D. Scope of Services:

While the exact range and extent of services will be subject to negotiation, the Authority anticipates the selected bank shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following services and products. Positive pay (fraud protection) and on-line inquiry of transactions are available for the two checking accounts.

The Authority utilizes a main operating checking account, for processing the bulk of our financial transactions including payroll, vendor payments and receipts from multiple sources. The Authority requires direct deposit for all employees and has a bi-weekly payroll for approximately 25 employees. Federal and Minnesota State withholding taxes and other payments are made via ACH transactions along with other payments of payroll deductions and employee expense reimbursements. Approximately 65 checks are issued on a monthly basis and 25 ACH payments.

The Authority also utilizes a Housing Choice Voucher checking account to process payments to landlords providing housing to our participants. The monthly activity in this account consists of approximately 125 ACH transactions to landlords and approximately 25 checks.

Large amounts of funds are received in the form of electronic fund transfers (EFT). EFTs from HUD and the State of Minnesota and other agencies are deposited regularly in the checking accounts.

The Authority maintains six additional savings accounts with minimal activity. Transfers are processed periodically between these accounts and the two checking accounts listed above.

It is the Authority's intent to continue to operate with the account structure provided. The Authority expects to earn interest or earning credits on all of the account balance described above. Please provide the interest rates or earnings credits that would be earned on each account.

The bank will provide personnel to facilitate a smooth transition when transferring such items as ACH and wire transactions to any new financial institution(s).

The following are services the Authority requires:

a. Customer Service

The Authority is trusted with public funds and takes this responsibility seriously. Therefore, the need to choose a bank that provide(s) the highest quality and secure service for a reasonable price is high priority. The Authority requires a primary contact be familiar with our account and a nearby branch location. Please provide a short summary of what differentiates your services, financial security and products from other banking institutions.

b. Depository Services

The Authority requires items returned for insufficient funds be presented for payment a second time.

The bank must have a change counting machine available for the authority at no additional cost to count and deposit loose change or services in place that accommodate the deposit of coin.

The bank must furnish as many zipper deposit bags, locking zipper deposit bags, and deposit tickets as needed at no additional cost, and allow off-hour night deposit services.

c. Disbursement Services

The Authority has paper and electronic disbursements from its checking accounts. The Authority requires electronic images of paid checks (front and back) available for download.

The Authority requires the bank handle requests for wire transfers in an expeditious manner, regardless of whether request is by telephone or electronic computer terminal access. The bank must have and maintain ACH originating capabilities. Same day ACH capabilities are also required.

The Authority requires the ability to initiate stop payments online for paper disbursements with immediate acknowledgment the stop payment was accepted.

The Authority requires corporate credit card services and utilizes this on a monthly basis.

d. Internet Services

The Authority requires secure internet services including, but not limited to: user administration, account balances, deposit detail, reporting (transactional history), monthly statements, wire transfers, capability to upload NACHA ACH files (same day as well as scheduled out), stop payments, images and internal funds transfer.

e. Other Requirements

The Authority account balances must be insured by the FDIC and pledged collateral must be issued for any balances exceeding FDIC insurance limits. An executed HUD Form 51999, General Depository Agreement, must be executed for a contract to be executed and funds transferred.

The banks technology must be compatible with the Authority's accounting and housing management software for file format.

Various security levels must be available for account access for employees.

E. Evaluation Criteria:

Proposals will be evaluated and scored in accordance with the following criteria with the maximum score being 100 points:

1. Quality, availability and adaptability of services and products (20)
2. Local branch, primary contact to service our accounts and be responsive to our needs. Customer Service and point of contact person for our Authority (20)
3. Experience and success in providing government banking services to Housing Authorities, municipalities and local units of government (20)
4. Cost of services and products (20)
5. Interest rate/earnings credit rate (10)
6. Physical facility including location, technology and security (10)

The Authority reserves the right to:

1. Award this proposal to a single bank
2. Reject any or all proposals
3. Negotiate with banks after proposals have been submitted
4. Waive minor irregularities or discrepancies and
5. Cancel contract entered into with the successful bank any time if the Authority deems the services and/or products fail to meet the standards established by the detailed scope of services or the general provisions

F. Questions

Questions regarding this proposal must be e-mailed to Karen Young prior to the date listed on page 1.



CLIENT ANALYSIS STATEMENT

0300 0000 0014533 2090. JULY 2018

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
GIB - LOCAL GOVERNMENT (MINNESOTA)
P.O. BOX 6995
PORTLAND, OR 97228-6995

Officer:
Phone No.:

STARK, HEIDI J
612-316-3003

BRAINERD HOUSING & REDEVELOPMENT
AUTHORITY
ATTN KAREN YOUNG
324 E RIVER RD
BRAINERD, MN 56401-3504

ANALYSIS SUMMARY

Table with 3 columns: Description, Amount, and Unit. Rows include Average Positive Collected Balance, Investable Balance Available for Services, Earnings Allowance, DDA Interest Paid, Net Earnings Allowance, Current Month Analyzed Charges, Current Month Position, and Total Amount Due.

Number of days this cycle: 31
Investable balance required to offset \$1.00 of analyzed charges: \$ 2,944
Balance required to cover all analyzed charges: \$ 1,277,117

BALANCE SUMMARY

Table with 7 columns: Account Number, Account Name, Average Ledger, Average Collected, Average Daily Negative Coll, Negative Coll Use of Fund Rate, and Service Charge. Rows for XXX-XXX3619 and XXX-XXX7924.

* Indicates billing account

SERVICE DETAIL

Table with 6 columns: Svc Code, AFP Code, Service Description, Unit Price, Volume, and Service Charges. Lists various services like RECOUPMENT MONTHLY IB, ACCT MAINTENANCE, DEBITS POSTED, etc.



CLIENT ANALYSIS STATEMENT

		DEPOSITORY SERVICES	
12681	15 0030	POSITIVE PAY ONLY MONTHLY BASE	10.00000 1.00
12682	15 0120	POSITIVE PAY ONLY - ITEM	0.05000 61.00
22202	15 0100	DDA CHECKS PAID	0.13000 68.00
		PAPER DISBURSEMENT SERVICES	
34337	20 0201	CEO CHECK ISSUES-ITEM	0.05000 61.00
12687	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000 35.00
		PAPER DISBURSEMENT RECON SERVICES	
CK018	25 0201	ELECTRONIC CREDITS POSTED	0.20000 14.00
ES280	25 0000	ACH MONTHLY BASE	10.00000 1.00
ES211	25 0102	ACH ONE DAY ITEM	0.15500 8.00
ES210	25 0102	ACH TWO DAY ITEM	0.15500 83.00
ES344	25 0202	ACH RECEIVED ITEM	0.20000 34.00
ES803	25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	2.00000 7.00
ES801	25 0501	ACH TRANSMISSION CHARGE	2.00000 6.00
ACH1D	25 0102	ACH PAYMENTS ONE DAY ITEM	0.05000 91.00
ACH2D	25 0102	ACH PAYMENTS TWO DAY ITEM	0.05000 186.00
34377	25 0000	ACH PAYMENTS BASE FEE	5.00000 2.00
70035	25 0102	SMART DECISION-BRANCH ACH	0.07000 55.00
34333	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	5.00000 1.00
		GENERAL ACH SERVICES	
34123	40 022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.25000 42.00
		INFORMATION SERVICES	

Total Analyzed Charges
Total Fee Based Charges
Total Service Charges

TREND ANALYSIS

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance Available for Services	Earnings Credit Rate	Earnings Allowance	Fee Based Charges	Analyzed Charges	Monthly Position
FEB 2018	1,709,726	1,707,841	1,707,841			0		
MAR 2018	1,651,497	1,649,900	1,649,900			0		
APR 2018	1,655,070	1,652,133	1,652,133			0		
MAY 2018	1,708,854	1,704,082	1,704,082			0		
JUN 2018	1,800,326	1,795,150	1,795,150			0		
JUL 2018	1,915,530	1,913,168	1,913,168			0		
AVG	1,740,167	1,737,046	1,737,046					

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.



Client Analysis Element Glossary July 2018

ELEMENT	AFP CODE	SERVICE DESCRIPTION	DEFINITION
DDA001	10 0220	DEPOSITED CHECKS - ON US	Deposited paper checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank
DDA002	10 0225	DEPOSITED CHECK	Deposited checks drawn on U.S. banks, including Wells Fargo.
DDA08052	10 0006	BRANCH DEPOSIT	Per deposit fee for deposit in Wells Fargo branch balanced and verified by teller at the time of deposit.
DDA12681	15 0030	POSITIVE PAY ONLY MONTHLY BASE	Monthly charge for providing positive pay services on accounts that do not have Account Reconciliation services
DDA12682	15 0120	POSITIVE PAY ONLY - ITEM	Per item charge for the receipt and posting of check issue data received on Positive Pay Only accounts. Includes customer, vendor, NDM, and CEO Fraud Manager originated. PPO does not include reconciliation services.
DDA12687	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Per item fee for maintaining issue records that remain outstanding after 60 days.
DDA22051	01 0000	ACCT MAINTENANCE	Monthly maintenance charge for DDA with non return of checks (CheXstor) - one account statement included
DDA22202	15 0100	DDA CHECKS PAID	Per item charge for checks or drafts presented for payment on an account, including checks that are presented electronically.
DDA22404	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	Monthly maintenance charge for a Analyzed Business Checking Plus DDA with Check Storage
DDA22723	10 001A	BRANCH DEPOSIT POST VERIFY	Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag
DDA34123	40 022Z	CEO EVENT MESSAGING SERVICE - EMAIL	Charge for each email notification delivered by the CEO Event Messaging service.
DDA34333	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	Monthly base charge for CEO ACH Fraud Filter Review Service.
DDA34337	20 0201	CEO CHECK ISSUES-ITEM	Per item charge for all records entered manually or imported via CEO Fraud Manager
DDA34377	25 0000	ACH PAYMENTS BASE FEE	Monthly base fee assessed for each Company ID set up on ACH Payments
DDA70035	25 0102	SMART DECISION-BRANCH ACH	Per item charge for Smart Decision ACH transit (not-on-us) items originated through a Wells Fargo branch.
DDAACH1D	25 0102	ACH PAYMENTS ONE DAY ITEM	Charge per any one day item originated through ACH Payments. The volume for this element is determined by summing elements DDA34381, DDA34382, DDA34387 & DDA34388
DDAACH2D	25 0102	ACH PAYMENTS TWO DAY ITEM	Charge per any two day item originated through ACH Payments. The volume for this element is determined by summing elements DDA34383, DDA34384, DDA34389, & DDA34390
DDACK018	25 0201	ELECTRONIC CREDITS POSTED	Per item charge for electronic and non-paper credits posted.
DDACK021	01 0100	DEBITS POSTED	Per item charge for debit items, other than checks or drafts, posted to an account.
DDACK161	10 0006	CASH DEPOSITED IN WF BRANCH	Cash deposited in Wells Fargo branch verified by teller at the time of deposit.
DDACK199	10 001A	POST VERIFY CASH DEP IN WF BRANCH	Cash deposited at Wells Fargo branch in tamper evident dual pouch bag post verified after deposit is made.
DDAES210	25 0102	ACH TWO DAY ITEM	Per item charge for originated ACH transit two day items. Volumes are received from DDAES210, DDAES214, DDAES215 and DDAES221.
DDAES211	25 0102	ACH ONE DAY ITEM	Per item charge for originated ACH transit one day items. Volumes are received from DDAES211, DDAES212, DDAES213 and DDAES220.
DDAES280	25 0000	ACH MONTHLY BASE	Monthly base charge for ACH Direct Origination services.
DDAES344	25 0202	ACH RECEIVED ITEM	Per item charged for ACH received item (credit and debit)
DDAES801	25 0501	ACH TRANSMISSION CHARGE	Per file charge for ACH transmission input
DDAES803	25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	Fee for each batch the customer releases to the bank for processing
DDAIAMIB	00 0230	RECOUPMENT MONTHLY IB	Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
DDAIAMTH	00 0230	RECOUPMENT MONTHLY	Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.

Brainerd Housing and Redevelopment Authority

Current Accounts : The Authority currently has eight accounts:

Account Name	Account Description	Average Daily Balance
Account 1	Business Checking	\$1,777,354
Account 2	Business Market Rate	\$58,718
Account 3	Business Market Rate	\$25,029
Account 4	Business Checking	\$138,175
Account 5	Business Market Rate	\$25,860
Account 6	Business Market Rate	\$143,719
Account 7	Business Market Rate	\$192,143
Account 8	Business Market Rate	\$34,493

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

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 Annual Contributions Contracts (herein called the "ACC" 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 ACC 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 ACC, 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 ACC or whether either HA or HUD is in default under the provisions of the ACC. 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. **Strike this paragraph if paragraph 2 applies:** For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.

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 as ____.

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 (HA)

_____, 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 under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

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
(SEAL)
ATTEST
By _____

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 offeror 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:]