



Asbury Park Housing Authority
HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY

Banking Services

RFP # RFP-AP-45-0-2024/DB

RFPs are due by May 16, 2024 @ 10:00am
ASBURY PARK HOUSING AUTHORITY | 1000 ½ THIRD AVENUE



NOTICE FOR REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES CONTRACT

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., sealed proposals will be received by the Asbury Park Housing Authority (the "Authority") on **May 16, 2024 at 10:00 A.M.** prevailing time in the Asbury Park Housing Authority Conference Room 1000 ½ Third Avenue, Asbury Park, NJ 07712, at which time and place RFPs will be opened and read in public for:

BANKING SERVICES

Proposal responders and the public may attend the RFP opening. During the RFP opening process, the Proposal responders names will be announced as well as proposal amounts.

Proposal responses must be submitted on or before the above date, made on the standard proposal forms, unless otherwise indicated. Physical copies must be enclosed in a sealed package bearing the name and address of the proposal responder and the "**Banking Services**" listed on the outside, and addressed to Danielle Brandon, at the address above.

Any RFP Addenda will be issued to any proposal responders who have picked up an RFP package.

The information for the Responders, Proposal Forms, and Specifications may be reviewed, obtained and submitted, at no cost, via:

1. Visiting our website at www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate RFP.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority
1000 ½ Third Avenue
Asbury Park, NJ 07712

3. Contact: Danielle Brandon, Executive Administrative Assistant, dbrandon@aphanj.org. The last day for questions is Wednesday, May 8, 2024, 1:00pm, EST.

Proposal responders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: April 25, 2024

Shemea Marshall, Executive Director
Asbury Park Housing Authority



ASBURY PARK HOUSING AUTHORITY GENERAL INSTRUCTIONS

1. SUBMISSION OF PROPOSAL RESPONSES

A. Sealed Proposals shall be received by the Asbury Park Housing Authority ("Authority") for a professional services contract, a copy of said notice being attached hereto and made a part of these specifications.

B. Each proposal shall be submitted on the proposal form attached, in a) sealed envelope or b) electronic submission.

- (1) Addressed to Danielle Brandon
- (2) Bearing the name and address of the responder on the outside
- (3) Clearly marked "RFP" with the name of the item(s) being procured. Provide One (1) Original & One (1) copy of the RFP. **Faxed or emailed RFPs will NOT be accepted.**
- (4) Visiting our website at www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate RFP.

C. It is the Proposer's responsibility to see that Proposals are presented to the Authority on or before the hour and at the place designated. Proposals may be hand delivered or mailed. **If the Proposal is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Proposals received after the designated time and date will be returned unopened.

D. The Authority reserves the right to postpone the date for presentation and opening of the RFP and will give written notice of any such postponement to each prospective Proposer as required by law.

E. Sealed Proposals forwarded before the time of opening of RFPs may be withdrawn upon written application of the Proposal Responder. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. Each Proposal form must give the full business address, business phone, fax, e-mail, the contact person of the Proposal Responder, and be signed by an authorized representative as follows:

- Proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

G. Multiple Proposals Not Accepted



More than one Proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

H. Official Request for RFP packages are available from Asbury Park Housing Authority, 1000 ½ Third Avenue, Asbury Park, NJ 07712, and via the Authority website at www.aphanj.org at no cost to the prospective responder. All addenda will be forwarded to any responder who has picked up a RFP package.

I. Results of all Proposal Responses will be read at the RFP opening.

2. PREPARATION OF PROPOSALS (PRICING INFORMATION AND FORMS)

A. The Authority is exempt from any local, state or federal sales, use or excise tax and will not pay for New Jersey State Sales and Use Tax included in any invoices.

B. Any quotation showing any erasure alteration must be initialed by the Proposer. When applicable, unit prices and totals are to be inserted in spaces provided. Prices must be written in both words and figures, with the price written in words governing in the event of any inconsistency. In case of any error in extensions, when applicable, the unit price shall be considered the RFP.

C. Failure to sign and give all information in the RFP may result in the Proposal being rejected.

3. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, with no price escalation.

4. INTERPRETATIONS AND ADDENDA

A. The Proposer understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the Authority. The Proposal Responder accepts the obligation to become familiar with these specifications.

B. No oral interpretation of the meaning of the specifications will be made to any Proposal Responder. Every request for an interpretation shall be in writing, addressed to the Authority. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the RFPs.

C. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Proposal Responders.

5. METHOD OF CONTRACT AWARD

A. This is a professional contract under the terms of N.J.S.A. 40A:11-5. Award will be made to the Proposal Responder whose Proposal is in the best interests of the Authority, price and other factors considered. The Authority reserves the right to accept or reject any or



all Proposals, and to waive minor identified irregularities and technicalities if it is in its best interest to do so.

B. Proof of licensure for the Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

C. The form of contract will be submitted by the Authority to the successful Proposal Responder. Terms of the specifications/RFP package prevail. Proposal Responder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

6. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

7. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this RFP, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

8. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division).

9. OWNERSHIP DISCLOSURE–N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the RFP or accompanying the RFP of said business organization, responders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every stockholder, partner, or member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the RFP proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations.



Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

10. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the AUTHORITY is prohibited from entering into a contract with an entity unless the responder/proposer/contractor, and each subcontractor that is required by law to be named in a RFP/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS*

N.J.S.A. 52:32-55 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Responders must indicate if they comply with the law by certifying the form.

**P.L. 2022, c.3 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in Russia or Belarus, but this requirement is currently stayed pending litigation.*

12. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-3133532 or at www.elec.state.nj.us.

13. W-9

Successful responder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

14. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Authority by notice to each party.



15. PAYMENT

Contractor shall submit a bill for all work completed during the preceding month. Payment will be made after a properly executed voucher has been received and formally approved on the voucher list at the Authority's regular meeting.

16. TRUTH IN CONTRACTING LAW

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty. N.J.S.A. 2C:27-11 provides that a responder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

17. INSURANCE AND INDEMNIFICATION

17.1 **Indemnification** – If awarded the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting from the work, services or materials supplied under the contract or purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

17.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the work. The contractor shall carry sufficient insurance to protect it and the Authority from any property damage or bodily injury claims arising out of the performance of the work.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.



CHECKLIST

A. FAILURE TO SUBMIT THE FOLLOWING WITH BID IS MANDATORY CAUSE FOR REJECTION OF BID

INITIAL

- **Acknowledgment of receipt of addenda (if any)** _____
- **Ownership disclosure form** _____
- **Non-Collusion Affidavit** _____
- **Minimum Requirements on page 22** _____

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- **Business Registration Certificate** – Bidder – Prefer with Bid Response. Required by Law prior to award of contract. _____
- **EEO Certification** _____
- **Affirmative Action Evidence** _____
- **Disclosure of Investment Activities in Iran** _____
- **Certificate of Insurance** - prior to award of contract. _____



ASBURY PARK HOUSING AUTHORITY

PROPOSAL FORM/SIGNATURE PAGE

The undersigned declares that he/she has authority to bind the Responder, that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the RFP and agrees, if this RFP is accepted, to furnish and deliver services per the following:

The undersigned is a (circle one): individual proprietorship, partnership, corporation, with:

Principal office at

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number



OWNERSHIP DISCLOSURE FORM

RFP SOLICITATION #: RFP-AP-45-0-2024/DB VENDOR {PROPOSER}:

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW.		
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the Vendor {Bidder} incorporated as a not-for-profit organization?	<input type="checkbox"/>	<input type="checkbox"/>
IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION. IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.		

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS	_____		
1	_____		
ADDRESS	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
1	_____		
ADDRESS	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
1	_____		
ADDRESS	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
1	_____		
ADDRESS	STATE	ZIP	

Attach Additional Sheets If Necessary



PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the AUTHORITY of CALDWELL, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the AUTHORITY to notify the AUTHORITY in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the AUTHORITY, permitting the AUTHORITY to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN



**NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the AUTHORITY of _____ and State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

The Responder making this proposal and that I executed the said Proposal with full authority to do so; that said Responder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by RESPONDER.

(Signature of Affiant)

NOTARY

(Type of Print Name of Affiant)



**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful responder's requirement to comply with the requirement of comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

The successful responder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence;

A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;

OR

An Employee information Report (Form AA302) completed with a copy to the N.J. Department of the Treasury with the appropriate fee.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.

The following questions must be answered by all responders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: A professional's RFP must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.



NOTE: The vendor/professional must submit with their proposal an Employee Information Report Certificate. If the professional does not have an Employee Information Report Certificate as provided by the NJ Department of the Treasury and this is your first AA302 form report, the professional must submit a copy of the original AA302 form to the Public Agency awarding the contract and forward one copy with a check in the amount of \$150.00 payable to the Treasurer, State of New Jersey (fee is non-refundable) to:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, NJ 08525-0206

Telephone 609-292-5473

Upon receipt of the Employee Information Report Certificate, the vendor/professional MUST forward a photocopy of this certificate to the Authority.



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

During the performance of this contract, the contractor/vendor/professional agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

(Signature of responder)



AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH RFP RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 02/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1095907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533



Disclosure of Investment Activities in Iran

Responder Name:

Part 1: Certification

*RESPONDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a RFP or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Responders must review this list prior to completing the below certification. Failure to complete the certification may render a responder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the responder listed above nor any of the responder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the responder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.



Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Owner is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



NOT CURRENTLY REQUIRED PENDING LITIGATION

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA
OR BELARUS
PURSUANT TO P.L.2022, c.3
BANKING SERVICES**

CONTRACT / RFP SOLICITATION No. RFP-AP-45-0-2024/DB

Prohibited Activities: Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Failure to provide such description will result in the RFP being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a RFP is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

CHECK THE APPROPRIATE BOX

_____ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Responder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,ⁱ section 1.e, except as permitted by federal law.

CHECK ONE BOX BELOW:

_____ I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

_____ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If checked, a detailed, accurate and precise description of the activities is provided below.

Signature of Authorized Representative

Date: _____

(PRINT NAME) _____



CURRENT BANKING SERVICES

The Authority currently has primarily one banking institution that handles all of its cash management needs. The accounts and types of services currently used by the Authority are described below.

General Account Information: There are currently four (4) main accounts that are used for almost all deposit, investment and transfer activity. In addition, reconciliation service is provided for the accounts. Our current accounts are outlined below.

- **General:** This account receives the bulk of our account activity for deposits and disbursements. Yearly activity is inclusive of accounts payable checks, minimal wire transfers, direct deposits, direct debits and miscellaneous deposits consisting of primarily rent checks and other miscellaneous checks monthly.
- **Section 8:** This account is used to process payments to landlords providing housing for our tenants. Monthly activity in this account is inclusive of AC H checks, minimal physical checks and miscellaneous deposits of checks monthly.
- **Payroll:** This account is used as the operation account for payroll activities – funds are transferred to this account from the General Account.
- **Modernization:** This account is used for capital fund activities. Yearly activity is inclusive of accounts payable checks, miscellaneous deposits.

Reconcilement, Reporting and On-Line Account Access: The Authority receives an account analysis statement for all accounts for each calendar month.



This section of the RFP describes the required format and contents for the Vendor's proposal.

1. Transmittal Letter (required)

This letter should designate the individual authorized to represent the proposing bank regarding this proposal and should summarize the Vendor's understanding of the scope of work presented in this RFP. This letter should describe aspects of the services that distinguish your bank from the competition. Designate the relationship manager that will be assigned to the Authority's account and the person authorized to sign the contract.

2. Minimum Requirements (required)

To be considered for selection, proposing Vendors must have at least the following qualifications. Please indicate for each item listed below whether you meet the requirement. If not, please explain.

- A.** Be a federally or State chartered institution qualified to act as a depository bank. The bank must have a branch located within 35 miles of the Authority's administrative office and that location must be able to offer the full range of services required by this RFP.
- B.** Be able to initiate and receive Fed wires.
- C.** Be insured by the FDIC. Must be insured by the FDIC and collateralize bank assets in excess of insured amounts per HUD Regulations.
- D.** Must have the executed HUD forms 51999, General Depository Agreement and 53736A, Depository Agreement (without changes) at the time of RFP submission (forms attached).
*Executed forms do not constitute an award of contract. Dates may be updated should awarded the contract, via new forms.



Scoring Criteria Requirements (100 POINTS) Please create sections for each Scoring Criteria A-I for ease of access to the information.

A. General Account Information (5 points)

1. Describe the bank's capacity to handle the number and types of accounts that the Authority currently uses.
2. Describe how the bank calculates collected balances. Describe the methodology that would be used to give credit to the Authority for bank balances.
3. Discuss options for security measures that would restrict specific kinds of activity on the Authority's various accounts. For example, is it possible to place a block on paper debits for an account? Can the Authority place an ACH activity block on an account?

B. Branch Services (5 points)

1. Provide the address and hours of the branch(es) within the 35-mile radius limit.
2. The cost of prenumbered checks, with signature lines for two signatures for the General, Section 8 and Modernization accounts.

C. Deposit Processing (15 points)

1. Describe how the bank would accommodate the deposits associated with our accounts. Capable of providing 1-2 deposit check scanners for weekly deposits. Software and hardware installation and maintenance will be provided by the bank.
2. Describe the bank's procedure for the processing of returned items. When and how is the Authority notified?
3. Describe the process and timing for deposit corrections or other credits or charges to our account. When these entries are made, is notification provided to the Authority? When and in what format? Describe the bank's problem resolution process for missing deposits, deposit amount differences and account adjustments.
4. How will deposit supplies, such as deposit slips, be provided to the Authority? Is there a charge for these supplies?

D. Electronic Transactions (10 points)

1. Describe the bank's incoming and outgoing electronic money transfer services. Include the process and type of software used for initiating repetitive and non-repetitive wire transfers. Include the security features utilized to prevent unauthorized users from initiating or



approving wires. Are there different controls for repetitive, non-repetitive and freeform wire transfers? If so, please describe.

2. What equipment and/or software are required for initiating ACH transmissions for payroll and accounts payable direct deposits? Does your bank charge for the software if required?
3. Describe the process used for initiating ACH transactions with other institutions. Please include pre-noting details, transmission format requirements and other relevant details. Provide the timing requirements of the data exchange such as the number of business days prior to pay date and the time requirements for corrections. When will transactions be posted during the day? What is the process for canceling a transaction?
4. For resolution of wire transfer and ACH transaction problems, describe the procedures, the timing requirements and the deadlines for correcting errors. Does phone, fax or computer handle the resolution?
5. Provide information on the file requirements for direct deposit transactions.

E. Conversion Plan (15 points)

1. Describe the overall plan your bank would use to coordinate a smooth transition from our current bank. Provide a schedule starting with the anticipated start date of July 1, 2024.
2. What kind of training would be offered to our personnel for the operation and use of the bank's services and automated systems in all areas of banking services?
3. The Authority would pay what conversion costs? Include costs for initial account and/or system set up, software, training, printing of deposit slips, other supplies, etc.

F. Automated Cash Management Information Access (5 points)

The Authority requires web-based, automated cash management services and daily balance reporting (prior and intra-day) for timely access to balance information and transactions. The Authority requires a high degree of automation within all service areas such as ACH and reconciliation. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items also is preferred. Preferably statements and account



analyses will be available in electronic form along with archiving of information.

Minimum on-line services should include online balance reporting, stop pays, positive pay, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions.

1. Fully describe the bank's on-line service capabilities and systems, including user-friendliness. List the system's online initiation and monitoring capabilities (i.e. balance reporting, wires, positive pay, stop pay, transfers, etc.) and describe any differentiation on transaction and summary account types.
2. Provide a link for review of the online system. If not available, submit screen prints. Provide sample reports available from the on-line system.
3. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images. How long is historical information maintained on-line?
4. Are all reporting processes and services web-based? Are the systems available through one portal?
5. When is prior day information available? Is intra-day information real-time or delayed? Specify.
6. Is information from the on-line system exportable to Excel or other formats?
7. Describe the security protocols for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
8. What are the hours of available technical support? How is support provided?

G. Optional Services (15 points)

The Authority may be interested in the following services from time to time, although these services are not in use at the current time. (The Authority is not interested in receiving information about paying agent, trustee and escrow agent services.)

1. Discuss any money market account options available to the Authority. Is it possible to transact same-day transfers between the Authority's main account and the money market account? Can the transfers be completed online? What is the latest time during the day that such a transfer could be made? Provide interest rate(s).
2. Add services that you feel the authority would benefit from.



H. Pricing Schedule, Terms and Conditions (The cost will not be the sole Determinant for award of the contract.) (20 points)

1. Include a comprehensive fee schedule that lists all of the fees and charges that might be charged to the Authority's account. Charges for general account services and one-time charges, such as FDIC charges, overdraft charges, supplies, one-time set up charges, etc., should be included in the fee schedule. Optional services that the Authority does not currently use should also be included. Fees that are not included in the fee schedule will not be allowed to be charged to the Authority's account unless the Authority has signed a contract amendment in writing prior to incurring the charge. Provide any explanatory notes or a glossary of terms if the explanation on the fee schedule is not clear. Provide any volume levels at which you offer price breaks. Is there a difference in fees if they are paid in cash, versus compensating balances? Provide the calculation method for collecting fees and making pricing adjustments.
2. Provide the bank's earnings interest rate.
3. Prices quoted in this RFP must be guaranteed for at least the first two years of the contract period.
4. Provide a sample of all the bank's forms to be used for the services contemplated in this RFP, such as wire transfer agreements, account authorizations, checking account signature cards, merchant service agreements, etc.

I. Additional Information (10 points)

1. Based on information presented in this RFP and your knowledge of the public sector, describe any enhancements, technological or otherwise, that we should consider.
2. Describe any other information not previously mentioned that the bank believes should be given consideration.

Right to Negotiate Final Fees:

The Authority shall retain the right to negotiate the amount of fees that are paid to the successful proposer. The fees proposed by the top-rated proposer may, at the Authority's option, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority evaluation panel has chosen a top-rated proposer.

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 _____

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 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.

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 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.

4. 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.

5. 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.

6. 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.

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 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.
8. 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.
9. The Recipient shall submit a fully executed copy of this Agreement to HUD within 30 business days of the Agreement's execution.
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 12 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.

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.