

WHITEFISH HOUSING AUTHORITY

REQUEST FOR PROPOSALS

Banking and Investment Services

03/17/2026

**Whitefish Housing Authority
100 4th Street
Whitefish, Montana 59937**

ADVERTISEMENT
REQUEST FOR PROPOSALS
Banking and Investment Services

Whitefish Housing Authority (“WHA” or the “Authority”) requests proposals from qualified financial institutions interested in providing the Authority with banking and investment services as outlined in the Scope of Services section of this RFP.

WHA is a public housing agency created by resolution of the City of Whitefish (the “City”) in 1967 under the statutes and laws of the State of Montana. WHA is a public body and a body corporate and politic. The property of WHA is used for essential public and government purposes, and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

WHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. WHA maintains contractual arrangements with the United States Department of Housing and Urban Development (“HUD”) to manage and operate its low rent public housing program (50 units) and administers the Housing Choice Vouchers Program (19 vouchers). WHA operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

Additional information about WHA can be obtained from our website at <https://www.whitefishhousing.org>.

WHA seeks proposals from qualified financial institutions to provide banking and investment services to WHA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. In particular, the financial institution will be required to fully execute without modifications, the HUD-required General Depository Agreement attached hereto as Attachment B (the “Agreement”). The Agreement requires the financial institution to continuously and fully (100%) secure all deposits regardless of type (i.e., checking, savings, money market, certificate of deposits, etc.) that are in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount.

Prospective offerors requiring any explanation or interpretation of the solicitation must request it in writing no later than 5:00 pm MST on Friday, April 3, 2026. The request must be addressed to Marissa Getts at the following email address: mgetts@whitefishhousing.org. Questions received less than seven days prior to solicitation due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any written information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors as a written amendment to this solicitation.

WHA will receive e-mailed proposals at mgetts@whitefishhousing.org on or before **Tuesday, April 14th, 2026, at 5pm MST.** Incomplete or non-compliant proposal submissions cannot not be considered. Late submissions will not be accepted.

Subject to exceptions provided by Montana Law, all information received in response to this RFP, including copyrighted material, is public information. Responses will be made available for public viewing and copying shortly after the statement due date and time. The exceptions to this requirement are (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by WHA; (3) other constitutional protections. WHA will provide a hard copy of the RFP responses for interested parties to review during regular business hours at WHA's office at 100 4th Street, Whitefish, Montana 59937. Copies are subject to prices charged by the City for open records.

WHA intends to award the contract pursuant to a "best value" basis, not a "lowest bid" basis. An evaluation committee shall review and rank each of the offerors proposals using the method of evaluation described in this request. The evaluation committee shall enter into negotiations with the highest ranked proposal first, and if necessary, any or all of the other proposals and submit the list of ranked offerors to the Executive Director. The Executive Director shall make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible offeror submitting a proposal in accordance with the proposal evaluation criteria.

WHA reserves the right to award contracts to multiple offerors, to reject any or all bids, to waive for all applicants any information in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of WHA to do so.

The awarded contract will be for three years with the option to renew in increments of one-year for two additional years. WHA requires fixed pricing for the first three years of the contract, with any price increases in years four and five limited by the prevailing Consumer Price Index (CPI) for the local area. Requests for price increases shall be submitted by the banking institution in writing, 90 days prior to the anniversary date of the contract to be effective for the subsequent year.

CURRENT BANKING SERVICES

WHA currently uses two banking institutions, Glacier Bank and Whitefish Credit Union that handle all of its cash management needs. Rental payments and other fees received (i.e., maintenance charges, late fees, etc.) are paid by check or money order, to WHA’s office. The Finance department makes deposits to the appropriate accounts as funds are received. Revenue from HUD and other governmental entities is received via ACH or electronic funds transfer into the appropriate program account.

Pursuant to HUD’s requirements provided under the Annual Contributions Contract (ACC), all Public Housing and Housing Choice Voucher funds must be placed in interest-bearing accounts. Positive pay (fraud protection)¹ and on-line inquiry of transactions are available for these accounts. In addition, reconciliation service is provided for the accounts.

The accounts and type of services currently used by WHA is described below.

1. **Central Operations Account.** This account serves as the master account. This account is the primary account to receive the automated clearing housing (ACH) deposits from HUD as well as program funds from other local governmental units. No checks are drawn on this account. The average monthly number of transactions is 40+ and the average monthly account balance is \$35,000+.
2. **Security Deposit Account.** This account is used for security deposits associated with the public housing program. State law requires that tenants’ security deposits be maintained in a separate, interest-bearing account. Minimal activity is associated with this account – deposits are made for tenant’s security deposits for new leases and to return deposits to tenants upon move-outs.
3. **Homeownership & Development.** This account is used to run local programs. The average monthly account balance is \$15,000.
4. **Operating Reserve.** The combined monthly balance of this accounts is \$100,000 - \$200,000.

#	Account Name	Account Description	# of Checks/month	# of Deposits/month	# of Wire/Electronic Transfers/ACH	Average Daily Balance
1	General Account	Checking	2-5	5-10	25+	\$35,000
2	Security Deposit	Interest Bearing Savings	0	1		\$12,200
3.	Homeownership & Development	Checking	2-5	2-5		\$15,000
4.	Operating Reserves	Interest Bearing Savings	0	0	0	\$190,000

¹ Positive pay is an automated fraud detection tool available from most banks. This tool matches the account number, check number, and dollar amount of each check presented for payment against a list of checks previously authorized and issued by WHA.

WHA'S RESERVATION OF RIGHTS

WHA reserves the following rights in association with the RFP process and upon contract award.

1. **Right to Terminate the RFP or Reject, Waive Proposals.** WHA reserves the right to terminate the RFP process, if deemed by WHA, to be in its best interest. Additionally, WHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and /or proposals offering alternative or non-requested services.
2. **Right to Not Award.** WHA reserves the right to not award a contract pursuant to this RFP.
3. **Right to Make Multiple Awards.** WHA reserves the right to make an award to more than one offeror and to award with or without negotiations or a "Best and Final Offer" (BAFO).
4. **Right to Terminate.** WHA reserves the right to terminate a contract award pursuant to this RFP at any time for WHA's convenience upon ten days written notice to the contractor.
5. **Right to Retain Proposals.** WHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals.
6. **Right to Negotiate.** WHA reserves the right to negotiate the fees proposed by the offeror(s).
7. **No Obligation to Compensate.** WHA has no obligation to compensate any offeror(s) for any costs incurred in responding to this RFP.
8. **Right to Reduce or Increase Estimated / Actual Quantities.** WHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to WHA, if: 1) funding is not available; 2) legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or 3) WHA's requirements in good faith change after award of the contract.
9. **Right to Request Additional Information.** WHA reserves the right to request additional information from all proposers, if needed to evaluate proposals. Such information shall be submitted in the form required by WHA within two days of written request.
10. **Right to Request Reassignment of Personnel.** WHA shall retain the right to request and receive a change in personnel assigned to the work if WHA believes that such change is in the best interest of WHA and the completion of the contracted work.
11. **Unauthorized Sub-Contracting is Prohibited.** The successful offeror shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of WHA. Any purported assignment of interest or delegation of duty, without the prior written consent of WHA shall be void and may result in the cancellation of the contract with WHA or in the full or partial forfeiture of funds paid to the successful offeror as a result of the proposed contract, as determined by WHA.

SCOPE OF SERVICES

Previous/Current Banking Institution

WHA currently use two banking institutions, Glacier Bank and Whitefish Credit Union, which handle all of its cash management needs.

Minimum Requirements

To be considered for selection, Offerors must have at least the following qualifications. Please indicate for each item listed below whether the banking institution meet the requirements. If not, please explain.

1. Be a federally or State of Montana chartered institution qualified to act as a depository bank.
2. Be a member of the Federal Reserve System and have access to all services.
3. Be insured by the FDIC.
4. Be able to initiate and receive federal wires.
5. Pursuant to HUD's requirements provided under the Annual Contributions Contract (ACC), all Public Housing and Housing Choice Voucher funds must be placed in interest-bearing accounts.
6. Must have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.
7. Must have an executed HUD form 51999, General Depository Agreement, or be willing to execute the form (without changes) at the time of signing the contract (form attached).
8. Be able to provide the financial information or statements for the years specified in the RFP.
9. Be capable of providing all the services identified within the RFP.

Specific Requirements

The Offeror will provide the following banking and investment services:

1. *General Account Information.*
 - a. Describe the bank's capacity to handle the number and types of accounts that WHA currently use as described in RFP Section – Current Banking Services.
 - b. WHA completes online transfers between all accounts. Describe the process and the reporting available for online transfers.
 - c. Describe how the bank calculates bank balances. Describe the methodology that would be used to give credit to WHA's bank balances.
 - d. Discuss security measure options that would restrict specific activities on WHA's various accounts. Specifically, is Positive Pay available and if so, describe the process.

2. *Branch Services.* Provide a list of the bank's branches within the City of Whitefish. For each branch, provide the hours of operation, and list of banking and investment services available.
3. *Deposit Processing.*
 - a. Describe how the bank would accommodate the deposits for WHA's accounts. Explain capabilities to provide WHA's main administration office with a deposit check scanner for daily deposits for remote deposit. Software and hardware installation and maintenance will be provided by the bank. Include lockbox process-reporting, viewing and turn-around time, and remote deposit capability and process.
 - b. Describe the bank's procedure for the processing of returned items. When and how is WHA notified?
 - c. Describe the process and timing for deposit corrections or other credits or charges to our account. If using "Miscellaneous" for the description, more detail needs to be provided. When these entries are made, is notification provided to WHA? When and in what format? Describe the bank's problem resolution process for missing deposits, deposit amount differences and account adjustments.
 - d. How will deposit supplies (e.g., deposit slips) be provided to WHA? Is there a charge for these supplies?
4. *Interest Rates.*
 - a. How is rate indexed?
 - b. How often does the rate change?
 - c. Is the rate applied to the preceding or following period of time? Please provide the most recent calendar year history of interest rates.
5. *Monthly Bank Statements.*
 - a. What is the closing date? (WHA highly prefers month end closing dates)
 - b. What is the mail date?
 - c. What is the interest posting date?
6. *Electronic Transactions.* WHA currently utilizes Glacier Bank and uses daily online banking and investment services with its current financial institution.
 - a. 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 and provide information on how this software can be interfaced or integrated with WHA's financial system, and what support will be available under the contract. 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.
 - b. 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? Include deadlines for initiating transmissions.

- c. 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?
 - d. 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?
 - e. Provide information on the file requirements for direct deposit transactions.
 - f. Explain the bank's capability to accept online payments of rent with rules that the tenant's payment must match their current statement with no over or under payments. If available, describe the process and stipulations.
7. *Internal Controls.* Provide detailed descriptions of the offeror's internal controls/procedures for wires, ACH's transfers, and signature authority.
8. *Conversion Plan.*
- a. Describe the overall plan your bank would use to coordinate a smooth transition from our current bank. Provide a schedule of events starting with the anticipated award date of April 15, 2026.
 - b. Discuss the kind of training that would be offered to WHA personnel for the operation and use of the bank's services and automated systems in all areas of banking and investment services.
 - c. Provide information on any costs that WHA would be expected to pay to convert. Please provide information on costs associated with initial account and/or system setup, software, training, printing of deposit slips, starter checks if necessary, other supplies, etc.
9. *Automated Cash Management Information Access.* WHA utilizes web-based, automated cash management services and daily balance reporting (prior and intra-day) for timely access to balance information and transactions. Downloading of report information is critical to WHA so flexibility in customized reporting is also important. WHA 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. Statements and account analyses are preferable in electronic form along with archiving of information. Statements are required for all accounts and should be available by the 7th of the following month.
10. *Online Services.* Minimum online services should include online balance reporting, stop pays, positive pay, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.
- a. Fully describe the bank's online 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, transfer, etc.) and describe any differentiation of transaction and summary account types.

- b. Provide a link for review of the online system. If not available, submit screen prints. Provide sample reports available from the online system.
 - c. 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 online? What is the ability to request date ranges and period ending filters?
 - d. Are reporting processes and services web-based? Are systems available through one portal?
 - e. When is prior day information available? Is intra-day information real-time or delayed?
 - f. Detail the level of information available on both prior and intra-day reporting.
 - g. Describe the history retention features available by information type.
 - h. Can customized reports draw across reporting modules and activities? Can WHA customize reports? Describe and detail cross functionality features. Is information from the online system exportable to Excel or other formats?
 - i. Describe back-up procedures for WHA's use in the case of any interruption in the automated system delivery of information or transaction input functions.
 - j. 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?
 - k. What are the hours of available technical support? How is support provided?
11. *Investments*. WHA is required to invest only in instruments that are approved by State of Montana law and HUD. Based on the list of approved instruments provided by HUD (see HUD PIH Notice 1996-33), please describe the investment options that the offeror can provide WHA.
12. *Financial Statements*. Submit copies of the banking institution's annual audit reports for the past two years.
13. *Optional Services*. WHA may be interested in the following services from time to time or in the future.
- a. Discuss any money market account options available to WHA. Is it possible to transact same-day transfers between WHA's other accounts 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 a history of the rates paid on the money market accounts for the most recent calendar year.
 - b. Describe any services your bank can provide that could eliminate employee bank visits or other advanced automated services.
 - c. Add services that you feel WHA would benefit from.

14. *Additional Information.*

- a. Based on information presented in the RFP and the offeror's knowledge, describe any enhancements, technological or otherwise, that WHA should consider.
- b. Describe any other information not previously mentioned that the offeror believes should be given consideration.

INSTRUCTIONS TO OFFERORS

1. Proposals are to be submitted in a sealed envelope clearly marked RFP: Whitefish Housing Authority, Banking and Investment Services and will be received until April 3, 2026, 5:00 pm MST time at Whitefish Housing Authority, 100 W. 4th Street, Whitefish, Montana 59937. Any proposal received/time-stamped after the due date and time will be considered late and will be returned. If the proposal is hand-delivered, please allow enough time as there may be other clients, etc. at the front desk and you may have to wait to get your proposal time-stamped. The proposal must be time-stamped. If a proposal is sent by mail or courier, the proposal will be time-stamped upon receipt.
2. The offeror should submit a signed original and one copy of its proposal.
3. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for 90 days from said deadline.
4. The proposal must be completed in its entirety, completing all forms included in the proposal packet. If the offeror should have any questions regarding the forms, contact Marissa Getts person at (406) 558-4086 or via email at mgetts@whitefishhousing.org.
5. Proposals are to be submitted in narrative form and are to include the Bank Fee form (see– **Bank Fee Proposal** Requirements) included in this package.
6. Offerors may supplement their proposal with attached sheets for the purpose of adding or otherwise explaining any further conditions the offeror wish to have considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee.
7. During the period when proposals are accepted, responses to questions on the RFP will not be provided to any prospective offeror. Responses to questions must be made in writing before the deadline for the submission of written questions.

PROPOSAL FORMAT

1. WHA intends to retain the successful offeror(s) pursuant to a “Best Value” basis, not a “Lowest Bid” basis, i.e., WHA will consider other factors than cost in making the award decision. All proposals submitted in response to this RFP must be formatted in accordance with the sequence and instructions provided below. **Proposals are limited to 30 pages excluding Bank Fee Proposal, attachments, and supporting documentation as noted below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.**
2. **Tab 1. Banking Institution’s Qualifications and Experience.**
 - a. Provide bank name, address, website, and contact person name and information for the proposal.
 - b. Provide background and attributes of the bank including information on the bank size and number of branches, a description of the services that the Bank provides, and the bank’s experience in providing banking and investment services to government agencies.
 - c. Provide evidence of the banking institution’s performance history including accreditation, certification, and regulatory compliance.
3. **Tab 2. Staff Qualifications and Experience.**
 - a. Provide a staffing plan that describes the bank’s approach to providing the required services and identify the key personnel and other staff that will be providing the banking and investment services to WHA.
 - b. For each bank staff that will provide support to WHA, include information on job title, experience, and qualifications.
4. **Tab 3. Service Level and Banking Products.**
 - a. Describe the offeror’s understanding and ability to meet the Scope of Services.
 - b. Describe the offeror’s ability to offer products and service enhancements.
 - c. If the offeror is unable to provide any of the requested services, specifically identify those exceptions.
5. **Tab 4. References.** *(Supporting Documentation not included in 30-page limitation)* Provide up to five recent professional references from clients for whom the offeror has provided services as described in the Scope of Services within the past three years. Include name, address, and telephone number, description of work performed and the date of services.
6. **Tab 5. Licensing and Insurance Requirements.** *(Supporting Documentation not included in 30-page limitation)* Provide prior to award, but not as part of the proposal submission, the successful offeror will be required to provide the following documents.
 - a. An original certificate evidencing the contractor’s current industrial (worker’s compensation) insurance carrier and coverage amount.

- b. An original certificate evidencing the contractor's General Liability coverage; naming WHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of WHA as an additional insured under said policy.
 - c. An original certificate evidencing the contractor's Professional Liability and/or "errors and omissions" coverage.
 - d. A copy of the offeror's business license allowing the entity to provide such services within the jurisdiction.
 - e. If applicable, a copy of the offeror's license issued by the State of record allowing the contractor to provide the services provided in the RFP.
7. **Tab 6. Bank Fee Proposal.** Provide the banking institution's fees – broken down by account as listed in the Bank Fee proposal and clearly specify if any additional expenses will be charged to WHA in connection with this proposal.
 8. **Tab 7. HUD Form 51999, General Depository Agreement.** *(attachment not included in 30-page limitation)* The banking institution must have or be willing to execute the form (without changes) at the time of signing the contract.
 9. **Tab 8. HUD Form 5369-B, Instructions to Offerors, Non-Construction.** *(attachment not included in 30-page limitation)* Read and initial each page indicating that you have read and agree with the contents.
 10. **Tab 9. HUD Form 5369-C, Certifications and Representations of Offerors, Non-Construction.** *(attachment not included in 30-page limitation)* Read and initial each page indicating that you have read and agree with the contents.
 11. **Tab 11. Section 3 Business Requirements.** *(attachment not included in 30-page limitation)* To be provided in accordance with the WHA's procurement policy and procedures.
 12. **Tab 12. Financial Statements.** The banking institution must submit copies of the banking institution's annual audit reports for the past two years.

BANK FEE PROPOSAL TEMPLATE

The awarded contract will be for three years with the option to renew in increments of one-year for two additional years. WHA requires a fixed price for the first three years, with any price increases in years four and five limited by the prevailing Consumer Price Index (CPI) for the local jurisdiction. Requests for price increases shall be submitted by the banking institution in writing, 90 days prior to the anniversary date of the contract to be effective for the subsequent year.

Please submit an additional document breaking down the charges associated with the extended monthly price for each account.

Total Firm Fixed Price Monthly Service Charge

(total monthly service fee to be charged to each account each month in the base period (first three years of the contract)).

ID	Bank Account	Extended Price (monthly)
1	General Fund	
2	Security Deposit	
3	Homeownership & Development	
4	Operating Reserves	
5		
6	Total Monthly Service Charge	

EVALUATION CRITERIA

WHA intends to award the contract to the successful offeror(s) pursuant to a “Best Value” basis. An evaluation committee will review and rank each proposal using the evaluation factor and point system shown. The award of points for each listed factor will be based upon the documentation that the offeror submits with the proposal.

#	Evaluation Factor	Maximum Points
1	Banking’s Institution Qualifications and Experience Firm’s overall experience with providing financial banking and investment services to clients comparable to WHA; quality of references and experience with public agency clients; and strength and financial stability of the firm, including ability to protect and fully collateralize the WHA’s deposits.	15
2	Team Qualifications and Experience Offeror’s level of staff who will be devoted to the banking and investment services; experience and qualifications of the specific staff assigned to WHA’s banking services.	15
3	Service Level and Banking Products Ability to meet minimum required service levels and offer required bank products. Ability to offer products and service enhancements. Branch offices located near WHA with hours of operations that allow for efficient and effective banking service to WHA.	35
4	Costs and Fees. Actual points assigned to each offeror will be based on the offeror’s unit price and will be compared in accordance with the total price provided. The offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionally lower total score for this category.	25
5	Section 3 Requirements. The offeror is a Section 3 firm or has provided a plan committing to achieve certain targets with respect to training, employment, contracting, or other economic opportunities for WHA’s low-income residents.	10
6	Responsiveness to Terms & Conditions & Financial Viability <ul style="list-style-type: none"> • Proposal contains the required documentation and all terms and conditions are addressed and reports are included. • Financial condition; stability of current conditions and proven track record of effective management decisions. A review of the firm’s audited financial statements demonstrate viability to provide the services of the RFP. 	Acceptable / Unacceptable
Total Points		100

Once each offeror’s proposal has been evaluated and ranked, final negotiations will be scheduled for the top ranked offeror. If the final negotiation is successful, the Executive Director will make a recommendation to the Board of Commissioner to award a single contract to that offeror. The Board may require additional information or negotiations before the Board will approve an award of the contract.

Should negotiations with the selected offeror become unsuccessful, WHA reserves the right to cease negotiations with the offeror. In the event of cessation of negotiations with the first selected offeror, WHA reserves the right to either enter into similar interviews and negotiations with the next highest ranked offeror or take other action as it deems most beneficial.

HUD MANDATORY CONTRACT PROVISIONS

1. Form HUD 51999 – General Depository Agreement without modifications.
2. Form HUD 5369-B – Instructions to Offerors – Non-Construction.
3. Form HUD 5369-C– Certifications and Representations of Offerors – Non-Construction Contract.

[SEE ATTACHED]

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:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
