



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 21-297
REQUEST FOR PROPOSAL (RFP)**

BANKING SERVICES

**Date of Issue: June 17, 2021
Questions Due: June 24, 2021, 10:00 am EST
Proposal Submission Date: July 13, 2021, 2:00 pm EST**

Please check BCHA's website and/or DemandStar for Addenda and changes before submitting your bid.

**Contact: Emmarie Yavneh
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Broward County Housing Authority
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Lauderdale Lakes, FL 33319
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1.0 Introduction, Background and Anticipated Schedule

The Broward County Housing Authority (BCHA) requests proposals from qualified financial institutions interested in providing the Agency with banking and investment services as outlined in the Scope of Services section of this Request for Proposal (RFP).

The Broward County Housing Authority (herein after, "BCHA") is a Public Housing Agency established in June 1969 under the U.S. Housing Act of 1937 and Chapter 421 of the Florida Statutes and is an Independent Special District of the State of Florida.

The mission of Broward County Housing Authority, its affiliates and instrumentalities (hereinafter, jointly referred to as "BCHA") is to create, provide and increase high quality housing opportunities for Broward County residents through effective and responsive management and responsible stewardship of public and private funds.

The United States Department of Housing and Urban Development ("HUD"), a federal agency, partially funds and monitors operations of the BCHA. Nothing contained in this Request for Proposal (RFP) or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Proposer and HUD.

BCHA maintains a website at <http://www.bchafl.org> with information for clients, landlords, prospective business partners, and the public at large.

The BCHA Contracting Officer intends to recommend an award to the Board of Directors. A recommendation will be based on the responsiveness of the firm's information to the evaluation factors, which responses will demonstrate the firm's understanding of said factors and the firm's capacity to perform the required services under this RFP.

This solicitation is subject to the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2), available at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608 and BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at <https://bchafl.org>.

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of BCHA.

Anticipated Solicitation Schedule Event	Date (and Time)
Advertised Date	June 17, 2021
Deadline for Receipt of Questions and/or Comments via E-Mail	June 24, 2021 by 10:00 am
Last date of issuance of addendum	June 30, 2021
Deadline for Proposal Submissions	July 13, 2021 by 2:00 pm
Evaluation Committee Meeting – Review of Proposals	July 21, 2021
Interviews and/or Negotiations, if needed	Week of July 26-30
Intend for Award Posting	August 4, 2021
Approval by Board of Commissioners	August 17, 2021

2.0 Reservation of Rights

- 2.1 BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
- 2.2 BCHA reserves the right not to recommend award a contract pursuant to this solicitation.
- 2.3 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for convenience or for contractor default upon ten (10) days written notice to the successful firm (s).
- 2.4 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90)** days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 2.5 BCHA reserves the right to negotiate the fees submitted.
- 2.6 BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
 - incomplete responses and/or responses offering alternate or non-requested services,
 - failure to use BCHA provided forms, or
 - failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 2.7 BCHA does not have any obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 2.8 BCHA reserves its right to a trial by jury in the event of legal action arising from this solicitation or any contract entered into pursuant to this solicitation.
- 2.9 Jurisdiction for any legal proceedings arising from this contract will be in Broward County.
- 2.10 This request for proposal and any subsequent contract supersedes any other agreement with contractor/firm.

3.0 Scope of Services

The successful financial institution will be capable of providing a full range of banking services. Banking services sought include, but are not limited to: concentration account(s), controlled disbursements, outstanding check reconciliation, information services, electronic funds transfer, online access to statements, paid check images, reports, fraud control and positive pay, overnight investment, and monthly account analysis.

The selected financial institution(s) will serve as a general resource to BCHA staff for information, advice, and training regarding banking and cash management.

- 3.1 Services are estimated to start on September 01, 2021.
- 3.2 The initial contract period shall start on date of execution and shall terminate two (2) years from that date. BCHA may renew this contract for an additional three (3), one-year periods, subject to satisfactory performance, vendor acceptance and determination that the renewal is in the best interest of Broward County Housing Authority.
- 3.3 All prices, terms, conditions and specifications will remain for the initial contract period (2 years).
- 3.4 Requests for price increases shall be submitted by the banking institution in writing, ninety (90) days prior to the termination date of the contract in order to be effective for the subsequent year.
- 3.5 If there is a price increase for renewal, it will be limited by the prevailing Consumer Price Index (CPI) for the local area.
- 3.6 BCHA and the successful Proposer will execute BCHA's standard HUD form contract. See Attachment for a sample of this document.
- 3.7 Minimum Requirements:
The successful Financial institution must meet the minimum requirements stated in this RFP for the duration of the contract.
- 3.8 Vendor will perform tasks specified within Scope of Services at locations below:

Location	Address	City, State, Zip
College Gardens Apts	1555 SW 12 th St	Davie, FL 33024
Griffin Gardens Apts	4881 Griffin Rd	Davie, FL 33064
Highland Gardens Apts	331 NE 48 th St	Deerfield Beach, FL 33064
Park Ridge Court	5200 NE 5 th Ter	Deerfield Beach, FL 33064
Everglades Heights	2400 NW 22 nd St	Fort Lauderdale, FL 33311
Meyers Estates	2411 NW 7 th St	Fort Lauderdale, FL 33311
Roosevelt Glen	1200 NW 27 th Ln	Fort Lauderdale, FL 33311
Auburn Gardens	3400 Auburn Blvd	Fort Lauderdale, FL 33312
BCHA Administrative Bldg.	4780 N. State Road 7	Lauderdale Lakes, FL 33319

3.9 General Account Information

BCHA currently maintains relationships with multiple financial institutions for accounts in the name of the Broward County Housing Authority and its affiliated non-profit entities as follows:

Account Name	Description	Average Daily Balance
Building Better Communities - Security Deposits	balance	\$ 252,821
Highland Gardens (BBC) (Operating)	balance	\$ 88,318
Griffin Gardens (BBC) (Operating)	balance	\$ 64,749
Highland Gardens (BBC) (Replacement Reserve)	balance	\$ 358,088
Griffin Gardens (BBC) (Replacement Reserve)	balance	\$ 84,261
Parkridge Apartments (BBC) (Operating)	balance	\$ 71,337
Parkridge Apartments (BBC) (Replacement Reserve)	balance	\$ 369,847
Meyers Apartments (BBC) (Operating)	balance	\$ 48,501
Meyers Apartments (BBC) (Replacement Reserve)	balance	\$ 413,283
Everglades Heights (BBC) (Operating)	balance	\$ 61,052
Everglades Heights (BBC) (Replacement Reserve)	balance	\$ 13,746
Everglades Heights (BBC) (RR Money Market)	balance	\$ 1,270,287
Building Better Communities	balance	\$ 1,259,344
Building Better Communities Money Market	balance	\$ 6,733,342
MCCAN Communities Inc.	balance	\$ 1,000
BBC Homes Inc.	balance	\$ 1,047
H.G. Senior Housing	balance	\$ 41,000
T.P. Homes and Communities	balance	\$ 163,500
Broward Workforce Communities Inc.	balance	\$ 33,000
BBC-Ehlinger Apts. Inc.	balance	\$ 51,000
OP Better Communities Development, LLC	balance	\$ 1,000
Crystal Lake Townhouses LLC	balance	\$ 44,390
Guaranty LLC	balance	\$ 5,386
Guaranty LLC College Gardens	balance	\$ 256,068
Guaranty LLC Money Market	balance	\$ 1,365,361
College Gardens Apartments	balance	\$ 199,908
Broward County Section 8	balance	\$ 8,070,760
Broward County Section 8 Money Market	balance	\$ 7,013,492
Broward County Central Operating Cost Center	balance	\$ 936,656
Broward County AP	Balance	\$ 94,809
Manors at Middle River	balance	\$ 107,781
Broward County Payroll	balance	\$ 10,651
Broward County Public Housing	balance	\$ 90,843
Broward County Moderate Rehab 2	balance	\$ 116,550
Family Self Sufficiency (FSS)	balance	\$ 466,813
McCan Communities Money Market	balance	\$ 2,062,283

Average daily balances are as of February 2021.

3.10 Current Services

The following is a schedule of currently provided BCHA banking services.

AFP Code (if available)	Description of Service
	General Account Services
N/A	ZBA Parent
N/A	ZBA Sub Account
1000	Account Maintenance
10926	Digital Express Deposit Correction
	ACH Services
250201	ACH Received Credits
250200	ACH Received Debits
250400	ACH Returns Per Item
251057	ACH Filter (\$100 Max)
251050	ACH Positive Pay Accounts
251070	ACH Notice of Change
251079	Bank Assisted Noc Correct Surcharge
250731	EDI Monthly Maintenance
250705	EDI Addenda Record
250705	EDI Remittance Entry
	Depository Services
010101	Deposits Processed
100200	Checks Deposited
N/A	Branch Cash Processing
101320	Remote Capture Checks Deposited
150100	Checks Paid
N/A	DAU
101300	Digital Express Monthly Maint
101303	Digital Express - Addtl Scanner
	Paper Disbursement Services
150320	Returned Checks Final Pres
	Account Reconciliation
N/A	Positive Pay Return item
150320	Check Block Positive Pay
150124	Payee POS Pay Monthly Maintenance
200011	ARP-Full Recon W/POS Pay Maint.
2001ZZ	ARP Paid Items
20020D	ARP-Issue File Transmission
20020D	ARP-Issue File Transmission
200610	ARP-Pd/Dep Item Output File
	Information Reporting Services
11000	ETRS-Base Pkg Maint - Gold
11002	ETRS-Online Accounts
400272	ETRS-Transaction Record

N/A	ETRS-Balance Reporting Accts
250000	ETRS-ACH Module Maintenance
250120	ETRS-ACH Addenda Record Initiated
250102	ETRS-ACH Initiated
151355	ETRS-Extended Image Search
10821	ETRS-Online Security
150410	ETRS-Stop Payments
350100	ETRS-Wire Out Domestic
20020B	ETRS-Issue / Cancel Transactions
350551	ETRS-Customer Maint Wire Templates
250505	ETRS- ACH Batch Initiated
350120	ETRS-Book Transfer
N/A	ETRS-ACH Transaction Reversal
350000	ETRS-Wire Transfer Module
	Wire & Other Funds Transfer Services
350402	EFT- Wire Notification Email
350330	Wire IN-Domestic Exception

4.0 Response Submission - Proposal

BCHA will receive submittals of proposals electronically through DemandStar at www.demandstar.com.

In order to submit a proposal electronically through DemandStar, the firm must be registered with DemandStar. The firm's participation on DemandStar is free to parties interested in viewing and downloading documents as well as submitting proposals. Bid documents may be obtained electronically on DemandStar at <https://network.demandstar.com/agencies/florida/broward-county/housingauthority/procurement-opportunities/41951b11-ecf0-4d19-8fc2-778b0dbc5714/> and on Vendor Registry through the following link: <https://vrapp.firmregistry.com/Bids/View/BidsList?buyerId=fa7c46a4-0264-4ed8-a964-aa745868d2ca>

Instruction on the "DemandStar ebid" is attached to this document.

Proposers are requested to submit SEPARATE Adobe PDF files attachments and be marked as follows:

- ✓ File 1 - Part 1 – Evaluation Criteria Responses – Technical Proposal, Resumes, Organizational Chart, sample of monthly statement and audited financial statements
 - ✓ File 2 - Part 2 – Price Proposal – Exhibit A, Fee Schedule
 - ✓ Other Files - Part 3 – Forms, and Addendums (if any).
- Limit the size of the digital proposal to no larger than 100 MB for each submission;
 - Format and enable file submissions for printing in page letter size only;
 - Follow the attached instructions on "Responding to an Electronic Bid" on DemandStar.

- Contact DemandStar support at support@demandstar.com or call technical assistance at (206) 940-0305 in the event of technical difficulties when submitting documents.

Note: BCHA will not be responsible for delays in a firm’s submission caused by any occurrence or technical issue.

All responses submitted shall be formatted in accordance with the below table.

Firms must include in the proposal all information requested herein.

File 1	Content
Part 1	Technical Proposal (40 pages maximum), Resumes (2 pages maximum per employee), Organizational Chart (if any), sample of monthly statement and the 3 audited financial statements
File 2	Content
Part 2	Price Proposal – Exhibit A, Fee Schedule
Other Files	Content
Part 3	Forms, and Addendums (if any) Forms (attached): Form A – Profile of Firm Form B – Minimum Requirements/Qualifications Statement Form C – Sworn Statement Under Section 287.133(3)(A) Form D – Certification Pursuant to Florida Statute 287.135

5.0 Evaluation Criteria Response – Technical Proposal and Price Proposal (100 points)

The Proposal evaluation is an initial process designed to elicit a short list of vendors, if necessary; with the contract awarded not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes (that is, qualifications and experience, technical approach, and cost) based upon the evaluation factors specifically established for this solicitation. The establishment, application and interpretation of the below evaluation criteria shall be solely within the discretion of BCHA.

5.1 Evaluation Method and Award Process

Each proposal will first be evaluated for responsiveness (i.e., meets the minimum qualifications of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.

Vendors must provide all information outlined in the evaluation factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the vendor’s information to the evaluation factors which will demonstrate the vendor’s understanding of the evaluation factors and capacity to perform the required services under this RFP. The maximum points that will be awarded for each of the evaluation factors are detailed and described below. An award of points will be based on the information contained within the vendor’s submission.

A committee will evaluate the proposals received in accordance with the service requirements under this RFP and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's

relative weight listed immediately following each factor or sub-factor. BCHA urges all interested respondents to carefully review the requirements of this RFP.

The evaluation committee will be comprised of BCHA staff and/or BCHA consultants. Proposals containing the requested information will serve as the initial basis for selection of short-listed finalists, if necessary. Each proposal will be evaluated based on a possible score of one-hundred points as set forth below.

After the individual evaluations, the committee will determine the top proposals (shortlist) that have an acceptable or above scoring based on the scoring guide below. This meeting will be a public meeting.

Scoring Guide:

0 to 49 points - Non-Responsive or No Response

50 to 69 points - Unacceptable

70 to 89 points - Acceptable

90 to 99 points - Exceeds Acceptable

100 points - Outstanding in all Respects

Interviews may be conducted with the short-listed finalists (Acceptable or above scoring) at the discretion of BCHA. The evaluation committee may use the same point system as described below to identify the top-rated respondent.

Final award will be approved by the BCHA Board of Commissioners.

Each evaluation factor will be rated and assigned points using the scoring guide below.

Factor	Description	Points
1	Bank Overview	10
2	Bank Experience	20
3	Bank Capacity (a to i)	40
4	Proposed Cost	30
Total		100

5.2 Evaluation Factors Response – Technical Proposals

Evaluation Factor 1 – Bank Overview (10 points)

- a. Provide an overview of the proposer’s organization including size, qualifications, and years in business, number of branches in Broward County, Florida and other matters that the proposer feels would assist BCHA in the evaluation process. An Organizational Chart may be provided as well as separate item.
- b. As a separate item, provide three (3) years of audited financial statements, including notes to financial statements.

Evaluation Factor 2 – Bank Experience (20 points)

- a. Describe the financial institution’s experience in providing services within the public sector, with particular attention to public housing agencies.

- b. Describe the experience of the financial institution and staff expected to be assigned to this contract for purposes of customer service operations, cash management and investments. Include the name, title, location, e-mail address, phone number, and hours of availability for each person. Briefly detail the credential and experience of each person named for the relation team. This can be submitted as a separate item of this section, as resumes of each team member. If so, a maximum of 2 pages for each resume is allowed.

Evaluation Factor 3 – Bank Capacity (40 points)

- a. Describe support procedures for times outside of the normal hours of availability described above. Is this handled out of area? How does the financial institution provide continuity of service?
- b. Depository/Disbursement Accounts
- 1) Provide the name, address, and hours of the nearest branch and calculate the distance to each of BCHA operational locations listed in the RFP.
 - 2) Describe lock box services.
 - 3) Describe courier services offered.
 - 4) What is the cut-off time to ensure same day ledger credit for deposited items?
 - 5) Is evening, weekend, and/or holiday deposit services available?
 - 6) How is funds availability of deposited items calculated?
 - 7) What fraud prevention procedures are in place?
 - 8) What on-line security features are in place?
 - 9) Describe any remote deposit capture services and what hardware may be required.
- c. Electronic Funds Transfer
- 1) Is the financial institution able to provide connection through the Automated Clearing House (ACH) as well as the Federal Reserve for funds transfers and wires- both initiation and receipt?
 - 2) By what media does the financial institution offer ACH and wire service initiation and notification of receipt (e.g., internet, phone, facsimile, etc.)? Describe the procedure and cut-off times for BCHA initiation and notification of receipt of ACH and wire services.
 - 3) Comment on the ability to initiate both non-repetitive and repetitive ACH and wire transfers via the internet, as well as the ability to create templates for funds transmissions to specific vendors.
 - 4) When are incoming and outgoing ACH and wire transfer posted to accounts? When is a record of the transaction available for BCHA access via the internet?
 - 5) Does the bank offer any bank service to allow verification of bank account owner name matching of ACH payments to the bank accounts ACH payments are made to?
- d. BCHA Disbursements
- BCHA issues disbursements via checks and ACH direct deposit transaction (1) to employees on a biweekly basis, (2) housing assistance payments to Section 8 landlords and utility assistance payments to tenants with one main run per month and one subsequent run in a month, and (3) to trade vendors generally two times per month. Average volumes are shown in the section above.
- 1) What is the format and cut-off for transmission of ACH payment data file and by what means will financial institution receive BCHA data?

- 2) What is the format and cut-off for transmission of positive pay data files and by what means will the financial institution receive BCHA data?
- 3) How is information concerning ACH return/reject transactions communicated with BCHA?
- 4) Describe the process whereby BCHA can delete ACH transaction before transmission out through the ACH and retrieve ACH transactions after transmission out through the ACH.
- 5) Describe the process whereby BCHA is notified of pay/return positive pay decisions and by what means BCHA is offered pay/return decision capabilities.
- 6) Describe the process for positive pay input of manual off-cycle checks and voided/deleted checks.
- 7) Describe the process whereby BCHA requests stop payment to a check.
- 8) Does the financial institution offer on-line image services of paid checks? If so, how long are they available on-line?
- 9) Does the bank offer ACH account validation services to verify the name of the payee matched the owner of the bank account? If not, are there plans to offer such a service?

e. Balance Earning Maximization

- 1) How does the financial institution determine the Earnings Credit Rate (ECR)? Describe the formula used to determine the ECR on collected funds, and provide a history of rates over the previous twelve months.
- 2) Describe the policy regarding carry-forward of earnings credits and charges for uncollected funds.
- 3) Describe the method used to calculate the earnings credit rate (ECR).
 - a. To what rate is the ECR pegged?
 - b. What has the bank's ECR been for the last six months?
 - c. When calculating average balances, are positive and negative balances netted?"

f. Monthly Statement and Account Analysis

- 1) How and when would monthly statement be issued for all accounts?
- 2) Does the statement show daily balances?
- 3) How and when would an account analysis be provided?
- 4) How are account analyses fees determined and assessed?
 - a. Are fees charged on accounts with no activity for the month?
- 5) Are monthly statements available on-line?
- 6) As a separate item, provide a sample monthly statement.

g. On-Line Account Information Access

- 1) Describe the ability to provide in-line banking services including information retrieval as well as transaction initiation.
- 2) Describe user support available for on-line bank services. Include method of accessing user support as well as available hours.
- 3) If selected for interview, please be prepared to demonstrate your on-line access capabilities.

h. Disaster Recovery

- 1) In the event of a system failure, weather emergency, or other disaster, describe how the financial institution would provide uninterrupted essential bank services.

- 2) Describe any interruption of services and time to recover to normal operating conditions following a hurricane.
 - 3) How often are disaster recovery procedures tested? When were the disaster recovery procedures last tested and updated? What were the results?
 - 4) Describe off-site back-up storage facility capabilities. How long does it take to become operational following an incident?
- i. Other Commercial Banking Services
- 1) In addition to the services required in this solicitation, BCHA wishes to encourage proposals with technological innovations and other services that could increase our operating efficiency, increase service to our tenants, landlords and vendors and/or reduce costs. Proposals for additional services should include a description of how the service is utilized with similar customers.
 - 2) Implementation Plan and Cost - Provide a detailed description of the recommended implementation plan. Include training, testing and conversion. Include a proposed implementation schedule, estimated costs, and a description of the implementation team at the financial institution as well as recommended team at BCHA.

Evaluation Factor 4 – Cost Proposal (30 points)

Provide in the attached Fee Schedule – Exhibit A the month costs for each transaction service types, including information describing volume discounts (e.g., for 1-10 items the cost is 50 cents per item but for 11-50 items the cost is 30 cents per item) if so applicable.

Note that the cost will be offset with ECR to obtain the net cost, and required minimum investable balance, typically the average monthly balance, less a 10% reserve, to calculate the net cost which will determine the point allocation. The ECR rate must be provided in the Fee Schedule – Exhibit A.

Note that the cost proposal will be submitted as a separate item using the attached Fee Schedule – Exhibit A.

The offeror with the lowest price will receive the maximum points allowed. All other proposals will receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points.

This is determined by applying the following formula:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: If the total points available for cost in the RFP was forty (40) points and the cost of the lowest acceptable proposal is \$100,000. Then the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\$100,000 = .80 \times 40 = 32 \text{ points}$$

\$125,000

The points awarded for cost are added with the total points awarded for the technical proposal to determine the successful proposal.

- 5.3 A vendor shall not contact any evaluation committee member should the individual members of the evaluation committee be made known to the firm in any manner until 72 hours after the final award. At the sole discretion of BCHA, a firm who contacts a member of the evaluation committee may result in BCHA's rejection of that firm's proposal.
- 5.4 All persons having familial (including in-law) relationships with principals or employees of a firm will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in or contract with a proposer will be excluded from participation in the evaluation committee.
- 5.5 In the event of scoring ties, determination of the top-ranked firm will be made in accordance with BCHA procurement policies.
- 5.6 Notification of the results of the evaluation including the name of the successful firm will be posted on BCHA's website and on the DemandStar website.

6.0 Proposal Preparation and Submission Outline:

- 6.1 Firms will submit proposals that respond to the factors listed in the above section for a maximum score of 100 points. Responses which fail to address an evaluation factor below will be awarded zero points on such factor.
- 6.2 Responses to each evaluation factor should be submitted as Part 1 - Technical Proposal (File 1), Part 2 – Fee Schedule (File 2) and, Forms and Addendums, if any (File 3).
- 6.3 Presenting the Proposal:
- The Evaluation Criteria Response - Technical Proposal (Evaluation Factors 1 thru 3) must not exceed forty (40) pages in length when printed, excluding resumes, organizational chart, and/or financial statements. If a Technical Proposal exceeds 40 pages, excluding resumes, organizational chart and/or financial statements, the pages over 40 will not be provided to the Evaluation Committee for evaluation. The proposal must be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Double-sided pages will be counted as two pages. Type size shall not be less than 11-point font. The proposals pages shall be numbered.
 - The Proposer will limit the resumes to no more than two (2) pages per person. Pages of individual resumes in excess of two (2) pages will not be supplied to the Evaluation Committee.
 - Unnecessarily elaborate special brochures, art work, and expensive visual and other presentation aids are neither necessary nor desired.
 - It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the

prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

- 6.4 All information must be incorporated into a response to a specific requirement and **clearly referenced**. Any information the firm provides which does not meet these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 6.5 All information presented in response to this RFP must be included in the submitted response. No information may be linked to a website that requires reviewers to access such website for consideration of the information. Any information which requires a reviewer to access such links will not be considered as part of the firm's proposal. BCHA may award a contract without discussions on the basis of the initial offers received; therefore, each initial offer should contain the firm's best terms from a price and technical standpoint.
- 6.6 The firm will ensure that the response is received by the time and date indicated on the first page of this solicitation. The submittal will clearly indicate the solicitation number and title. Submissions received after the submission deadline will not be accepted.
- 6.7 Firms shall not change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; if such additional marks, notations, or requirements are entered on any of the documents submitted, such changes may invalidate that response.
- 6.8 By virtue of completing, signing, and submitting documents in response to this solicitation, the firm hereby agrees to comply with all of the conditions and requirements set forth within those documents.

7.0 Minimum Requirements/Qualifications: To be submitted as a Certification Statement (attached) with your proposal.

Financial institutions submitting proposals for banking services must meet the following minimum requirements:

- a. Must be qualified depository for HUD public funds as certified on HUD Form 51999
- b. Must be a federally or Florida chartered financial institution with banking facilities located in Broward County.
- c. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
- d. Must be a member of the Federal Reserve System wires.
- e. Should be a member of the Federal Home Loan Bank System.
- f. Must be able to initiate and receive Federal Reserve System wires.
- g. Must be a member of the National Automated Clearing House Association and be able to initiate and receive Automated Clearing House (ACH) transactions.
- h. Must be sufficiently capitalized to accommodate the cash management needs of BCHA.
- i. Must have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.
- j. 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.

- k. Must be a Qualified Public Depository (QPD) for the State of Florida and listed as an active qualified depository by the State of Florida Department of Financial services.
<https://www.myfloridacfo.com/division/treasury/collateral-management/qualified-public-depositories>
- l. Must be able to provide the services as described in the Scope of Services.
- m. Must be able to provide collateral as described below:

Collateral:

The financial institution must collateralize deposits in conformity with federal and state statutes and regulations. The financial institution must demonstrate that it has the authority to pledge collateral. BCHA's and its affiliates' deposits at the financial institution must be insured with the FDIC to maximum extent available. To the extent that BCHA deposits exceed the maximum FDIC insurance coverage, BCHA's and its affiliates' federal funds must be fully (100%) secured by pledge collateral as required under Chapter 280, Florida Statutes. The financial institution will prepare, and BCHA will approve prior to deposit of BCHA funds, a collateralization plan which will conform to the requirements of all applicable federal and state statutes and regulations.

NOTE to Vendors:

In addition, as provided in Section 280.02(15), Florida Statutes, a "governmental unit: is defined as follows:

- (15) "Governmental unit" means the state or any county, school district, community college district, state university, special district, metropolitan government, or municipality, including any agency, board, bureau, commission, and institution of any of such entities, or any court. In addition, as provided in Section 280.02(23), Florida Statutes, the term "public deposit" reads as follows:

Pursuant to the above definition, and considering the above factors, the BCHA affiliates are both an "agency" and an "institution" of the BCHA. Therefore, the affiliates can be considered a "governmental unit" for purposes of securing public deposits.

- (23) "Public deposit" means the moneys of the state or of any state university, county, school district, community college district, special district, metropolitan government, or municipality, including agencies, boards bureaus, commissions, and institutions of any of the foregoing, or of any court, and includes the moneys of all county officers, including constitutional officers, which are placed on deposit in a bank, or saving association. This includes, but is not limited to, time deposit accounts, demand deposit accounts, and non-negotiable certificates of deposit. Moneys in deposit notes and in other non-deposit accounts such as repurchase or reverse repurchase operations are not public deposits. Securities, mutual funds, and similar types of investments are not public deposit and are not subject to this chapter.

Consistent with the above definition, the affiliates' funds would be considered a "public deposit as the funds belong to an institution of the BCHA, which is a Florida "independent special district."

8.0 Insurance and License Information

- 8.1 Before a contract pursuant to this Request for Proposal (RFP) is executed, the apparent successful Proposer must hold all necessary, applicable professional licenses required by the State of Florida and all regulatory agencies necessary to complete the Service. The successful proposer will obtain, at the proposer's expense, any permits, certificates and licenses as may be required in the performance of work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all bidders to submit evidence of proper licensure.
- 8.2 Prior to the contract execution and within 5 business days of notification of award, the successful vendor will be required to provide an original certificate evidencing insurance coverage. Such certificate shall name BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA. BCHA shall be named as the certificate holder using the following name address:
 Broward County Housing Authority
 4780 N. State Road 7
 Lauderdale Lakes, FL 33319
- Licensing and insurance requirements will be examined and approved by BCHA prior to a contract execution.
- 8.3 An original certificate evidencing the contractor's current worker's compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability;
- 8.4 An original certificate evidencing Commercial General Liability coverage evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, An original certificate showing the contractor's Automobile vehicle insurance coverage in a combined single limit of \$1,000,000.
- 8.5 Also, prior to the contract execution and within 5 business days of notification of award, the successful vendor will be required to provide a copy of the company's W-9 Form, and a completed direct deposit form. Such form will be given at time of award.
- 8.6 The successful vendor, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change;
- 8.7 The premium cost of all insurance purchased by the successful vendor for protection against risks assumed by virtue of the contract shall be borne by the successful vendor and is not reimbursable by BCHA;
- 8.8 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein;

9.0 Administrative Terms and Conditions

Per 287.057(23) F.S., *“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”*

BCHA reserves the right to reject any firm’s proposal for a violation of this provision.

- 9.1 Proposers will address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet. Firms shall not direct an inquiry to or communicate with any other BCHA staff member or official, including the Audit Committee, the Board of Commissioners and the Affiliate Board of Directors, pertaining to this solicitation. Failure to comply with this requirement may result in the disqualification of the firm’s submittal to this solicitation.
- 9.2 All questions, notices, demands, claims, requests for information or clarifications pertaining to this solicitation must be submitted through the e-mail mentioned on the cover sheet of this solicitation. No questions will be accepted by telephone. Responses to such e-mailed questions shall be issued through addenda which will be posted on the BCHA website and/or on Demandstar.
- 9.3 Unless BCHA provides an answer or information in writing as part of an addendum, such information, however obtained, shall have no effect and may not be relied upon.

10.0 Miscellaneous Provisions and Requirements

- 10.1 Any actual or prospective firm may protest the solicitation or award of a contract as per BCHA Procurement Policy.
- 10.2 All costs incurred, directly or indirectly, in response to this solicitation, which costs to include the preparation, submittal, or presentation of the proposal, will be the sole responsibility of, and borne by, the firm. BCHA will provide no reimbursement for such costs.
- 10.3 If BCHA amends this solicitation, all terms and conditions which are not amended remain unchanged. The firm is solely responsible for monitoring BCHA’s website for any addenda issued. Firms must acknowledge at the proposal submittal all addenda issued on BCHA’s website to ensure that such addenda are considered in their submitted proposals. **All Firms are encouraged to frequently check BCHA’s website for additional information.**
- 10.4 Firm shall certify that, except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect, in this proposed contract and who during his or her tenure or for one year thereafter

- a) Is a present or former member of BCHA's Board of Commissioners or Affiliate Board of Directors or is immediate family of a present or former member of the Board of Commissioners, Affiliate Board of Directors;
- b) Is a BCHA employee who formulates policy or who influences decisions with respect to any BCHA project connected to this proposed contract, or is immediate family of a BCHA employee, or is a partner with a BCHA employee;
- c) Is a public official, member of the local governing body, or a state or local legislator (including members of the Broward County Board of Commissioners or the Florida legislature), or is immediate family of said public official, member of the local governing body, or a state or local legislator; and
- d) Is a member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or is a resident commissioner.

NOTE: Immediate family means the spouse, mother, father, brother, sister, or child of the above list of members, employees, officials, legislators, or delegates whether related as a full blood relative or as a "half" or "step" relative (for example, a half-brother or a stepchild).

10.5 No BCHA employee may accept or solicit for themselves or for others anything of value from a firm or any person, corporation, or other entity doing business with or attempting to do business with BCHA.

10.6 It is the policy of BCHA that all firms that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Firm is responsible for contacting their local city and county authorities and the State of Florida to ensure that Firm has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Firm.

10.7 E-Verify

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. BCHA, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. BCHA, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the BCHA for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the BCHA as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10.8 Florida statutes and applicable administrative codes, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded firm shall comply in all respects with Florida's Public Records Law. Specifically, the awarded firm shall:

- Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that BCHA would provide the records and at a cost that complies with Chapter 119, Florida Statutes, or as otherwise provided by law or administrative code;
- Ensure that lawfully exempt information, records and documents and confidential information, records and documents exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records; transfer to BCHA, at no cost, all such public records in the firm's possession upon termination of the contract; and destroy any duplicate public records that are exempt or confidential and exempt; and
- Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
- **PUBLIC RECORDS: IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

PUBLIC RECORDS
Attn: Noah Szugajew
4780 North State Road 7
Lauderdale Lakes, FL 33319

(954) 739-1114 ext. 2350
PUBLICRECORDS@BCHAFL.ORG

- 10.9 All documents and information generated, prepared, assembled or encountered by or provided to BCHA pursuant to this RFP are the property of BCHA. Firms shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.
- 10.10 In submitting a proposal, each firm agrees not to use the results from this solicitation or any information contained in any proposal submitted in response to this solicitation as a part of any commercial advertising. BCHA specifically prohibits a firm from advertising or promoting the fact of a firm relationship with BCHA in the course of a firm's marketing efforts unless BCHA specifically agrees otherwise in writing.
- 10.11 In the event of an imposed governmental regulation, rule, requirement or restriction which would necessitate alteration of the material, quality, workmanship or performance of the goods or services the firm is offering BCHA, the contracted firm shall immediately notify BCHA in writing specifying such regulation, rule, requirement or restriction which would necessitate an alteration to the contract. BCHA reserves the right to accept any such alteration to the contract, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.
- 10.12 Proposers are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>.
- 10.13 Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at https://www.hud.gov/sites/documents/DOC_12587.PDF
- 10.14 Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://files.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf>
 The proposer shall be required to, as detailed therein, “to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 10.15 Proposers must be willing to execute HUD form 51999, General Depository Agreement (without changes). Sample is attached to this document, also found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/51999.pdf>

11.0 Contract Award

By completing, executing and submitting all required document through Demandstar the proposer agrees to abide by all the terms and conditions pertaining to this RFP as issued by BCHA. Accordingly, BCHA has no responsibility after the submittal deadline to conduct any negotiations pertaining to the contract clauses already published.

- 11.1 Contracting Officer and Contracting Officer's Designee
Acceptance of services will be the responsibility of the CO, who also serves as BCHA's CEO, or the CO's designee. The CO is responsible for final approval and acceptance of all services rendered.
- 11.2 Contract Document
The successful firm will execute a contract with the BCHA or multiple contracts to cover the distinct sites contemplated by this solicitation.
- 11.3 Contract Clauses
Each prospective proposer must notify BCHA in writing and prior to submitting a proposal of any contract clause that the proposer is not willing to include or abide by in the final and executed contract. BCHA will consider and respond to any such written notification via issuance of an addendum. BCHA reserves the right to accept or reject the exclusion of any contract clause identified in said written notification. If the prospective proposer is unwilling to accept BCHA's decision to retain any such contract clause identified in the written notification, however, then that prospective proposer shall be deemed ineligible to submit a proposal.
- All provisions within this solicitation are included in the terms of the contract by reference.
- 11.4 Unauthorized Sub-Contracting
The successful firm shall not assign any right nor delegate any duty for the work required pursuant to this solicitation document (including, but not limited to, selling or transferring the contract or any right or duty under the terms of the contract) without the prior written consent of BCHA. Any purported assignment of any right or interest or any delegation of duty without the prior written consent of BCHA shall be void and, at the discretion of BCHA, may result in the cancellation of the contract between the successful proposer and BCHA and may result in the full or partial forfeiture of funds paid to the successful proposer arising from the contract.

12.0 Payment

In accordance with the fee schedule, the vendor will submit invoices to the Accounts Payable Department, at payments@bchafl.org and by mail to:

Chief Financial Officer (CFO)

Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.

- 12.1 A Written Agreement will be issued to the successful proposer after award and after receipt of the documents specified herein.
- 12.2 No advance payments for the goods and/or services, unless otherwise approved by BCHA and/or each property.
- 12.3 Vendor invoices shall reflect the prices established for the items on the contract.

- 12.4 Only properly submitted invoices will be officially processed for payment.
- 12.5 Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

LAST PAGE OF DOCUMENT
Attachments below

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 _____

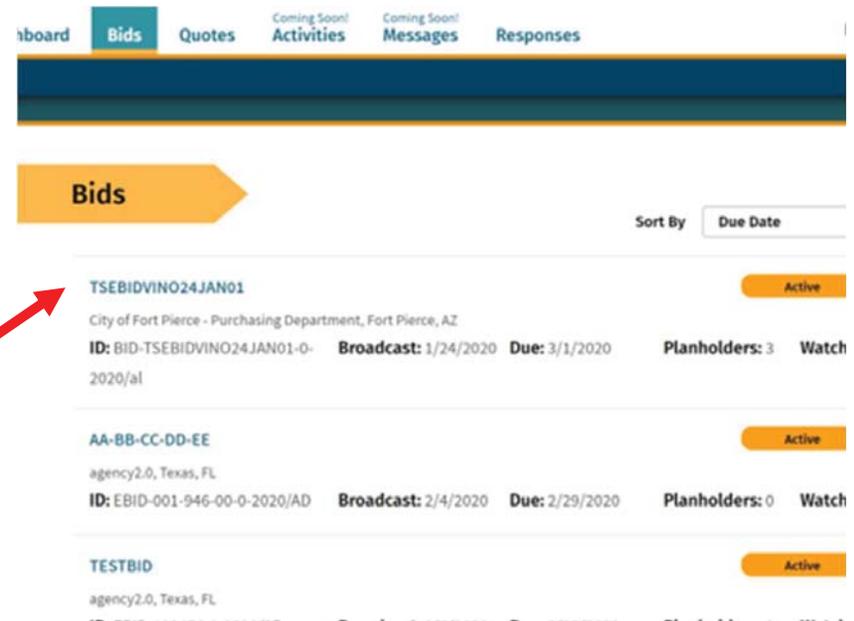


Responding to an Electronic Bid

5 Step Instructions

Step 1

- Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to an eBid.
- Click on the solicitation.



The screenshot displays a web interface for a procurement system. At the top, there is a navigation bar with tabs for 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below this is a header section with a 'Bids' button and a 'Sort By' dropdown menu set to 'Due Date'. The main content area shows a list of active bids. A red arrow points to the first bid entry.

Bid ID	Agency	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations.

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”.

Bid Details

Agency Name [Redacted]
Bid Writer [Redacted]
Bid ID ITB-20B-
Bid Type ITB - Invitation to Bid
Broadcast Date 07/08/2020 4:00 AM Eastern
Fiscal Year 2020
Due 08/11/2020 3:00 PM Eastern
Bid Status Text None

Scope of Work

The Development Districts is requesting bids for:

Documents

[Download all documents](#)

Filename	Type	Date Modified	Status
Addendum 1	Addendum	07/08/2020	Complete
ITB 20B-019	Bid Document / Specifications	07/07/2020	Complete
Word Bid Docs	Bid Document / Specifications	07/07/2020	Complete

Distribution Info

Bid Bond NO
Plan (blueprint) None

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”.

If there is not a total bid amount in your submission, please put “0”.

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”.

DEMANDSTAR Dashboard **Bids** Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > 1137810 > My Ebid Response Save & Finish Later Cancel

Bid Details

Agency Name: agency2.0
Bid Number: EBID-123456-0-2020/AD
Bid Due Date: 02/29/2020 (PST)
Bid Opening: 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name: Calgon Carbon Corporation

Address 1: P. O. Box 717

Address 2: Address 2 (optional)

City: Pittsburgh

Country: United States of Ame... State/Province: Pennsylvania

County: Select... Postal Code: 15230-0717

Phone Number: 4127876810 Extension: Extension (optional)

Bid Amount: 127,000 (invalid) Alternate Bid Amount: Alternate Bid Amount (optional)

Notes: For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The main content area is divided into two columns. The left column contains 'Bid Details' with the following information: Agency Name: agency2.0, Bid Number: EBID-123456-0-2020/AD, Bid Due Date: 02/29/2020 (PST), Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining, and Bid Name: TESTBID. Below this is 'E-Bid Progress' with a vertical flow of steps: Contact Information (completed), Documents Upload (current step), and Review Bid (pending). The right column is titled 'E-Bid Response' and contains 'Required Documents' and 'Agency Accepted File Formats'. The 'Required Documents' section lists 'Service Doc agency2.0' with a 'Submission Option' of 'None' and an 'Uploaded Document' field with a 'Choose a file' button. The 'Agency Accepted File Formats' section lists various file types such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), Microsoft Excel (.XLS), etc. At the bottom, there is a 'Supplemental Documents' section with a text input field for 'Document Title' and an 'Add Document' button. Navigation buttons for 'Previous' and 'Next' are located at the bottom of the page.

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the 'E-Bid Response' interface. On the left, the 'Bid Details' section shows the Agency Name as 'z z agencydtest2.0 TEST', Bid Number as 'Ebid-DSTESTB04 29-06-2020-0-2020/sdS', Bid Due Date as '07/21/2020 11:00 AM (Pacific)', Bid Opening as '13 days 00 hour, 19 minutes, 55 seconds Remaining', and Bid Name as 'DSTESTB04 29-06-2020'. Below this is the 'E-Bid Progress' section with steps: Contact Information, Documents Upload, and Review Bid. A red arrow points from the 'Documents Upload' step to the main content area.

The main content area is titled 'E-Bid Response' and contains a 'Required Documents' section. It states: 'The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)'. Below this is a list of 'Agency Accepted File Formats' including Adobe Acrobat (*.PDF), AutoCAD Drawing Web Format (*.DWF), JPEG Image (*.JPG), Microsoft Excel (*.XLSX), Microsoft PowerPoint (*.PPT), Microsoft Word (*.DOCX), Plot File (*.PLT), TIFF Image (*.TIF), ZIP Compressed Archive (*.ZIP), AutoCAD Drawing (*.DWG), GIF Image (*.GIF), Microsoft Excel (*.XLS), Microsoft PowerPoint (*.PPTX), Microsoft Word (*.DOC), Plain Text (*.TXT), Rich Text Format (*.RTF), and WordPerfect (*.WPD).

Below the file formats is a table for 'Required Documents':

Required Document	Submission Option	Uploaded Document
Bid Proposal	Online/Electronic	RFB2020-3239.PDF
Insurance Certificate	Online/Electronic	Insurance Certificate.docx

Below the table is a 'Supplemental Documents' section with the instruction: 'You can upload additional documents here.' It includes a text input field for 'Document Title', an 'Add Document' button, and a table for 'Supplemental Documents':

Supplemental Document	Submission Option	Uploaded Document
References	Online/Electronic	References.docx

At the bottom of the interface are 'Previous' and 'Upload All' buttons.

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”.

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: ESD-123456-0-2020/AD; Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining; Bid Name: TEST80.
- E-Bid Progress:** A vertical progress bar with three steps: Contact Information (completed), Documents Upload (completed), and Review Bid (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: Pittsburgh; City: Pittsburgh; State: Pennsylvania; Country: United States of America; Postal Code: 15220-0717; Phone Number: 4127876810; Fax: ; Bid Amount: \$127,000.00; Alternate Bid Amount: ; Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency2.0(Electronic/Online) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.

For more help in responding to an eBid, please call (206) 940-0305 or email: support@demandstar.com

CONFIRMATION

You will receive an email confirming that you have successfully submitted a response to an eBid solicitation.

Note that you can *update* your eBid response until the Bid Due Date and Time.

eBid Submission Confirmation - EBID-DSTEST01 01042020-0-2020/DB Σ Inbox x

supplierservices@demandstar.com
to me ▾

9:59 AM (1 minute ago)

RESPONSE CONFIRMATION

Dear

Congratulations! You just successfully submitted a response to Z Demandstar Agency's bid, DSTEST01 01042020. Your confirmation number is 21050.

Here are the details of your response, for your records:

Agency: Z Demandstar Agency
Bid Identifier: EBID-DSTEST01 01042020-0-2020/DB
Bid Name: DSTEST01 01042020
Bid Amount: \$25000
Alt Bid Amount: \$18000

Required documents submitted:

1	DS Agency Ebid 1	Electronic/Online
2	DS Agency Ebid3	Electronic/Online

Supplemental documents submitted:

1	Test document	Electronic/Online
2	Part Inventory	Electronic/Online

You may [update your eBid response](#) up until the Bid Due Date and Time, which is 10/31/2020 at 15:30 (Pacific).

You may also update your responses by logging into www.demandstar.com and clicking on the "Responses" tab.

Sincerely,
The DemandStar Team

CONFIRMATION

You may change information and re-upload documents until the due date.

[NOTE: make sure you are doing this well before the **time** of the opening!]

There are two ways of confirming your activity and responses:

1. Look at *all* your eBid Responses under Activities
2. View History per each solicitation to which you responded

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The 'Activities' tab is selected, showing a list of 'eBid Responses (8)'. The table below lists various bids with columns for Bid Name, Agency, ID, Activity, and Date / Time. A red arrow points to the 'WATER MAIN & FORCE MAIN REPLA...' bid in the table. To the right, a detailed view of this bid is shown, including 'Response Details' and 'Contact Information'. The 'Response Details' section shows the bid name, response date, and status (Incomplete). The 'Contact Information' section lists the company name, address, city, state, postal code, response number, and phone number.

Bid Name	Agency	ID	Activity	Date / Time
TEST FOR NOTIFICATIONS - ONLY - no...	Z Demandstar Agency	RFP-TEST-ONLY-0-2020/LW	Bid response submitted by Steve Tran.	09/18/2020 7:30 PM Eastern
DSTEST01 01042020	Z Demandstar Agency	EBID-DSTE		
DSTESTB02 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
DSTESTB01 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
The Duluth Playhouse Reroof & Tuck...	St. Louis County, MN - Purchasing Division	RFB-546BA		
IFB 090-2020 INDUSTRIAL STATIONAR...	City of Springfield, MO - Division of Purchases	IFB-IFB 090		
Re-Bid SLC Courthouse - Duluth Rest...	St. Louis County, MN - Purchasing Division	RFB-090		
123 Testing Sample Bid	Clark County Regional Flood Control District	RFP-123te		

Response Details	
Agency Name	Town of Callahan
Bid Number	ITB-DW450201-0-2020/MW
Bid Name	WATER MAIN & FORCE MAIN REPLACEMENTS/ EXTENSIONS
Bid Due Date	10/22/2020 2:30 PM Eastern
Response Submitted On	09/22/2020 12:35 PM Eastern
Countdown to Bid Due Date	30 days, 01 hour, 31 minutes, 07 seconds Remaining
State	Florida
Status	Incomplete

Contact Information	
Company Name	Best Painting Company (TEST ACCOUNT)
Address 1	1411 Fourth Ave
Address 2	
City	Seattle
State	Washington
Postal Code	98101
Response Number	21824
Phone Number	206-889-4485

For more help in responding to an eBid, please call (206) 940-0305 or email: support@demandstar.com