

REQUEST FOR PROPOSALS

FOR

BANKING SERVICES

April 23, 2024

Housing and Redevelopment Authority of St. Cloud, MN
(St. Cloud HRA)
1225 West St. Germain Street
St. Cloud, MN 56301



INTRODUCTION

The Housing and Redevelopment Authority of St. Cloud, MN (HRA) requests proposals from qualified financial institutions interested in providing the HRA with banking services as outlined in the Scope of Services section of this RFP.

The HRA is a public housing agency created by resolution of the city of St. Cloud in 1966 under the statutes and laws of the State of Minnesota. The HRA is a unit of government and its functions are essential governmental functions. The property of the HRA 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.

The HRA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The HRA maintains contractual arrangements with the United States Department of Housing and Urban Development (HUD) to manage and operate certain programs. Total 2023 revenue was approximately \$19,775,000.

The HRA maintains the following programs:

- Public Housing Program. The HRA owns and operates 291 public housing units.
- Other Housing Programs. The HRA owns and operates 162 units of Section 8 New Construction, 80 units of affordable, and 249 units of tax credit housing. The tax credit units are all past the initial 15-year compliance period and are 100% owned by the HRA.
- Voucher Programs. The HRA manages approximately 90 state and local vouchers in five programs and approximately 1,200 Federal vouchers in the Housing Choice Voucher program and Continuum of Care programs.
- Homeowner Programs. The HRA administers various homeowner housing rehabilitation loan programs and housing purchase assistance programs.

The HRA seeks proposals from qualified financial institutions to provide banking services to the HRA. 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. 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 by 4:00pm CDT on May 7, 2024. The request must be sent to Karen Rizer at the following email address: krizer@stcloudhra.com.

Notice of Intent to Propose. If your institution elects to respond to this RFP, notify Karen Rizer at the following email address: krizer@stcloudhra.com by 4:00pm CDT on May 7, 2024.

All responses to the RFP must be provided electronically to krizer@stcloudhra.com with the subject: **Response to RFP for Banking Services.** Due Date and Time: **May 16, 2024, 4:00pm CDT.**

The HRA 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 Finance Director 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 and Finance 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.

The HRA 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 the HRA to do so.

The awarded contract will be for three (3) years with the option to renew in increments of one-year for two (2) additional years. The HRA requires fixed pricing for the first three years of the contract, with any price increases in years four (4) and five (5) 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, ninety (90) days prior to the anniversary date of the contract to be effective for the subsequent year.

HRA'S RESERVATION OF RIGHTS

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

1. **Right to Terminate the RFP or Reject, Waive Proposals.** The HRA reserves the right to terminate the RFP process, if deemed by the HRA, to be in its best interest. Additionally, the HRA 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.** The HRA reserves the right to not award a contract pursuant to this RFP.
3. **Right to Make Multiple Awards.** The HRA 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.** The HRA reserves the right to terminate a contract award pursuant to this RFP at any time for the HRA's convenience upon ten (10) days written notice to the contractor.
5. **Right to Retain Proposals.** The HRA reserves the right to retain all proposals submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving proposals.
6. **Right to Negotiate.** The HRA reserves the right to negotiate the fees proposed by the offeror(s).
7. **No Obligation to Compensate.** The HRA 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.** The HRA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HRA, 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) the HRA's requirements in good faith change after award of the contract.
9. **Right to Request Additional Information.** The HRA 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 the HRA within two (2) days of written request.
10. **Right to Request Reassignment of Personnel.** The HRA shall retain the right to request and receive a change in personnel assigned to the work if the HRA believes that such change is in the best interest of the HRA 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 the HRA. Any purported assignment of interest or delegation of duty, without the prior written consent of the HRA shall be void and may result in the cancellation of the contract with the HRA or in the full or partial forfeiture of funds paid to the successful offeror as a result of the proposed contract, as determined by the HRA.

EVALUATION CRITERIA

The HRA 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 Institution’s Qualifications and Experience Firm’s overall experience with providing financial banking services to clients comparable to the HRA; quality of references and experience with public HRA clients; and strength and financial stability of the firm, including ability to protect and fully collateralize the HRA’s deposits.	15
2	Team Qualifications and Experience Offeror’s level of staff who will be devoted to the banking services; experience and qualifications of the specific staff assigned to the HRA’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 the PHA with hours of operations that allow for efficient and effective banking service to the PHA.	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 the HRA’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 Commissioners 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, the HRA reserves the right to cease negotiations with the offeror. In the event of cessation of negotiations with the first selected offeror, the HRA 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.

BANKING ACTIVITIES AND DESIRED ACCOUNTS

The HRA currently uses three banking institutions, that handle all of its cash management needs. The intent with this RFP is to use one banking institution moving forward.

The HRA is currently undergoing a software conversion to Yardi. The HRA's go-live date with Yardi is August 1.

Receipts: Rental payments and other fees received online will be processed by Yardi. Most physical checks and money orders received will be scanned into Yardi's payment processing. For these transactions, the HRA will then receive ACH deposits from Yardi. Some paper checks and money orders will still likely need to be either remotely or physically deposited at the bank. Revenue from HUD and other governmental entities is received primarily via ACH or electronic funds transfer. Deposits from the HRA's outside investment account may be received via wire or ACH.

Disbursements: In 2023, the HRA disbursed approximately \$9,500,000 in monthly housing assistance payments (HAP) to landlords via ACH. A large HAP ACH is made on the first or second business day of the month, preferably by same-day ACH or possibly next-day ACH. There are usually two to four smaller HAP ACH payments made during the month. Most accounts payable is currently paid by check. Within six months of the conversion to Yardi, we anticipate that most accounts payable will be paid by ACH. The HRA's current payroll processor is ADP who makes bi-weekly ACH withdrawals for payroll and taxes. Outgoing wire transfers are made, typically less than 12-15 per year, for bond payments (where the HRA is the debtor), down payment assistance loans (where the HRA is the lender), and transfers to an outside investment 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.

The accounts planned to be used by the HRA are described below:

1. **Six Checking Accounts.** There will be one main HRA checking account that will contain most of the activity and five other separate checking accounts that are required for various properties by lenders, that will have minimal activity. It is anticipated that nearly all activity in the other five checking accounts will be transfers to and from the HRA's main checking account.
2. **Six Tenant Security Deposit Accounts.** These accounts are used for security deposits associated with the HRA's various properties. State law requires that tenants' security deposits be maintained in a separate account. There will be one main HRA account and five other separate accounts that are required for various properties by lenders. Minimal activity is associated with these accounts. Transfers will be made to and from the HRA's checking accounts to adjust balances as needed.
3. **Two Operating Reserve Accounts.** These accounts are required by a lender for two properties. There will be a monthly transfer from one of the checking accounts and usually an annual transfer to the checking account for each applicable property.
4. **Other Accounts as Recommended.** The HRA is interested in pursuing a sweep account, money market account, potential zero-balance account associated with positive pay, or other accounts as necessary.

Past Average Balances

Checking 1	\$377,000.00
Checking 2	\$92,000.00
Checking 3	\$38,000.00
Checking 4	\$137,000.00
Checking 5	\$56,800.00
Checking 6	\$98,000.00
Tenant Security Deposit 1	\$292,000.00
Tenant Security Deposit 2	\$27,700.00
Tenant Security Deposit 3	\$7,300.00
Tenant Security Deposit 4	\$16,500.00
Tenant Security Deposit 5	\$19,300.00
Tenant Security Deposit 6	\$18,700.00
Operating Reserve 1	\$94,400.00
Operating Reserve 2	\$51,700.00

The numbers listed below represent the approximate item counts and dollar amounts. These item counts will be used to compare the “cost” portion of the proposals. The actual item count during the contract term may vary.

	Volume	Amount
ACH Credits	200	\$1,500,000.00
Paper/Branch Deposits	120	\$150,000.00
Same-day ACH Debits (initiated by HRA)	290	\$850,000.00
Next-day ACH Debits (initiated by HRA)	50	\$44,000.00
ACH Debits (initiated by vendor)	15	\$185,000.00
Checks Paid	175	\$570,000.00
Incoming wire	1	
Outgoing wire	1	
Deposit Item Returned (NSF)	1	

It is anticipated that once the HRA issues vouchers for the State’s new voucher program, likely in early 2025, that the same-day ACH Debits may increase by approximately 10-15%, with a similar increase in ACH Credits. This is all very preliminary as final program details have not yet been released.

SCOPE OF SERVICES

Minimum Requirements

To be considered for selection, Offerors must have at least the following qualifications.

1. Be a federally or State of Minnesota chartered institution qualified to act as a depository bank.
2. The bank must have a branch located within 5 miles of the HRA's main administrative office (1225 W. St. Germain Street) and that location must be able to offer the full range of services required by this RFP.
3. Be a member of the Federal Reserve System and have access to all services.
4. Be insured by the FDIC.
5. Be able to initiate and receive Federal wires.
6. 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.
7. Must have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.
8. 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).
9. In addition to following Federal collateral requirements, pledged collateral for all deposits must also follow all State requirements for local governments.
10. Electronic images of checks (front and back).
11. Month-end closing date for bank statements.
12. A single representative must be designated to be the primary contact person responsible for the HRA. This person must be located in St. Cloud and will serve as the liaison between the HRA and the bank regarding the administration of all banking services.

Desired Services

1. Provide the types of accounts listed on p. 4.
2. Provide sweep account services for investment of available daily account balances.
3. Provide Positive Pay capabilities for check (vendor payments) fraud protection with electronic file submission or manual item entry and online decision-making capabilities. Verification to include: check number, amount, and payee name.
4. Provide a full range of ACH processing including debits and credits, including same-day ACH.
5. Provide full service, secure, web based, online banking services for all accounts that includes but is not limited to: current and prior day balance reporting with debit and credit transaction listings, capability to search for transaction items, check image retrieval (back and front), execute stop payments, initiate internal and external wire transfers (dual control is required on all outgoing wires), transfer funds between HRA accounts, ACH debit and credit processing, accessing detailed ACH information, access to monthly bank statements and special reports.
6. Provide full Account Reconciliation Plan Services for HRA's main checking account.

PROPOSAL REQUIREMENTS

Statements, Regulatory, and Management Reports

For the most recent two years available (2021 and 2022 or 2022 and 2023), provide copies of each report issued as described below unless you are legally prohibited from such disclosure. Include management responses, if any, to all reports provided.

1. External Audit and Regulatory Examination Reports
 - a. Independent Certified Public Accountants
 - b. Minnesota State Banking Commissioner
 - c. Comptroller of the Currency
 - d. FDIC
2. Internal Audit and Management Reports
 - a. Contracted Performance and System Reviews, Audits and Evaluations
 - b. Internal Audit and Review Reports

Profile Questionnaire – provide information or a response to the following:

1. Provide a brief description of the history of the institution's provision of banking services.
2. Describe the organizational structure of your institution and the departments which will oversee the agreement.
3. List names, titles, phone, and email addresses of key persons in charge of banking services and the account administrator who would be assigned to this account. Provide biographical sketches of these individuals and identify their rank and level of authority.
4. Provide the addresses of the institution's branches located within the city limits of St. Cloud.
5. Provide the institution's most current Community Reinvestment Act report for the branch(es) that include St. Cloud as part of its geographic area.
6. List and describe any services that you provide that are not specifically listed in this proposal but that you feel may be beneficial to the HRA.
7. How many governmental customers does your business service?
8. Provide three (3) references from public funds or government-related customers of one (1) year or more with characteristics similar to the HRA or commercial banking customers that utilize the same type of services that the HRA will use.
9. Identify and describe any litigation or investigation by a regulatory authority of your business which officers or employees have been involved in within the last three (3) years.
10. Discuss the financial stability and credit quality of your institution. Provide ratings for the institution and its holding company from two (2) or more nationally recognized rating agencies. List all rating changes for the past five (5) years.
11. Discuss any data breaches that have occurred involving your institution, how were they resolved, and what steps do you take to prevent our HRA data from being breached.
12. Discuss your institution's disaster recovery plan.

Banking Services Questionnaire – provide information or a response to the following:

General Account Information.

Describe the bank's capacity to handle types of accounts listed on p. 4 and the desired services listed on p. 6.

Online Banking Services and Technology

The HRA desires 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 the HRA so flexibility in customized reporting is also important. The HRA requires a high degree of automation within all service areas such as ACH and reconciliation. Imaging of all checks (front and back) 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.

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.

1. 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.
2. Provide a link for review of the online system. If not available, submit screen prints. Provide sample reports available from the online system.
3. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images. How long is historical information maintained online? What is the ability to request date ranges and period ending filters?
4. Are reporting processes and services web-based? Are systems available through one portal?
5. When is prior day information available? Is intra-day information real-time or delayed?
6. Detail the level of information available on both prior and intra-day reporting.
7. Describe the history retention features available by information type.
8. Can customized reports draw across reporting modules and activities? Can the HRA customize reports? Describe and detail cross functionality features. Is information from the online system exportable to Excel or other formats?
9. Describe back-up procedures for the HRA's use in the case of any interruption in the automated system delivery of information or transaction input functions.
10. 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? Is a log-on report available showing all log-ons over a given period, including User ID, date and time? How long is the log kept?
11. What are the hours of available technical support? How is support provided?
12. Describe any unique reporting, downloads or interface applications with external software; especially those used by the HRA's financial system, Yardi.

13. Provide a list of equipment specifications required by the HRA to access your online services. The specifications should include any additional information necessary to enable the HRA to communicate electronically with the awarded institution.
14. The HRA is considering utilizing Full Account Reconciliation Plan (ARP) services, please describe in detail the requirements and reporting available in your ARP.

Deposits

1. Provide your availability schedule for deposits.
2. Describe your remote deposit capability and process.
3. Describe the bank's procedure for the processing of returned items. When and how is the HRA notified?
4. 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 the HRA? When and in what format? Describe your problem resolution process for missing deposits, deposit amount differences and account adjustments.
5. How will deposit supplies (e.g., deposit slips) be provided to the HRA? Is there a charge for these supplies?

Disbursements

1. The HRA would like to utilize positive pay services, please describe your positive pay services.

Wires and Automated Clearing House (ACH)

1. Describe the bank's incoming and outgoing electronic money transfer services. Include the process and type of software used for initiating repetitive and non-repetitive wire transfers and provide information on how this software can be interfaced or integrated with the HRA'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. What are the cut-off times for initiating domestic wire transfers to ensure same-day settlement?
2. 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? Provide timing requirements for same-day ACH, next-day ACH, and two-day ACH.
3. Describe the bank's ACH return process.
4. What is the process for obtaining more information regarding a non-customer initiated ACH credit or debit? Will the bank be able to provide a name and/or phone number for the entity that initiated the ACH?
5. 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?

Bank Charges and Earnings

1. Describe your billing procedure and how the earnings credit will be calculated.
2. List the earnings credit rate for the last six months.

Sweep Account

1. Describe your sweep account services; including processes followed, interest earnings, method of pledging adequate collateral, and daily notification procedures.

Optional Service: Money Market

1. The HRA may be interested in having a money market account that is used for short-term liquid investments, which may be called on demand. This account would likely have balances ranging from \$200,000 to \$800,000 depending upon cash flow requirements. Do you offer this type of money market fund? If so, provide a prospectus for each of your different money market funds. Which fund would you recommend the HRA use? Why? Does this fund meet the requirements for the investment of public funds as set forth in Minnesota Statute 118A.01 – 08 and HUD PIH Notice 1996-33?

Additional Information

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

Conversion Plan

1. It is anticipated that the HRA's Board of Commissioners will award the contract at its regular meeting on May 29.
2. The HRA would like to have at least the checking accounts opened within 7 to 10 days so that the bank and account information is available to set up in Yardi.
3. It is anticipated that the accounts would begin being used for regular activities starting August 1.
4. Provide a schedule of events based on the above information.
5. Discuss the kind of training that would be offered to HRA personnel for the operation and use of the bank's services and automated systems in all areas of banking services.
6. Provide information on any costs that the HRA 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.

INSTRUCTIONS TO OFFERORS

1. **Notice of Intent to Propose.** If your institution elects to respond to this RFP, notify Karen Rizer at the following email address: krizer@stcloudhra.com by 4:00pm CDT on May 7, 2024.
2. Prospective offerors requiring any explanation or interpretation of the solicitation must request it in writing by 4:00pm CDT on May 7, 2024. The request must be sent to Karen Rizer at the following email address: krizer@stcloudhra.com . Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors via email who have provided notice of intent to propose.
3. All responses to the RFP must be provided electronically to krizer@stcloudhra.com with the subject: **Response to RFP for Banking Services**. Due Date and Time: May 16, 2024, 4:00pm CDT. Any proposal received after will be considered late and will not be considered
4. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
5. The proposal must be completed in its entirety, as indicated under the Proposal Format.
6. Offerors may supplement their proposal with an additional bookmark 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.

PROPOSAL FORMAT

The HRA intends to retain the successful offeror pursuant to a “Best Value” basis, not a “Lowest Bid” basis, i.e., the HRA 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. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

PDF #1: Proposal

Bookmark 1. Cover Page. The cover page should be in the provided format which is included in the Attachments.

Bookmark 2. Profile Questionnaire. Address all items in the questionnaire.

Bookmark 3. Banking Services Questionnaire. Address all items in the questionnaire.

Bookmark 4. Price Proposal. Please provide a list of fees associated with your organization. Pricing proposals should be developed based on the monthly volume listed on p.5 and desired services listed on p.6. Please also provide a proposal of detailed total monthly service charges for required services, optional services and recommended services. Include all necessary pricing elements that are necessary to implement the solution.

The awarded contract will be for three (3) years with the option to renew in increments of one-year for two (2) additional years. The HRA requires fixed pricing for the first three years of the contract, with any price increases in years four (4) and five (5) 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, ninety (90) days prior to the anniversary date of the contract to be effective for the subsequent year.

All fees that will be charged under the contract must be included in the price proposal. Fees that are not included in the price proposal will not be allowed unless the HRA agrees to a contract amendment adding the item prior to including the charge.

Bookmark 5. HUD form 5369-C, Certifications and Representations of Offerors, Non-Construction.

Bookmark 6. Section 3 Business Requirements. Only include if your organization is a Section 3 business.

PDF #2: Reports

Provide the requested items in the Statements, Regulatory, and Management Reports section. Bookmark the first page of each separate report.

ATTACHMENTS

Please Complete and Return This Form with Your Proposal as Bookmark 1

Request for Proposals for Banking Services

Cover Page

Issue Date: April 23, 2024
Title: Banking Services
Period of Contract: Three years with two one-year renewal options
Due Date: **May 16, 2024 4:00pm, CDT**
Delivery Address: krizer@stcloudhra.com

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE SIGNED PROPOSAL, OR AS MUTUALLY AGREED UPON THROUGH SUBSEQUENT NEGOTIATION, THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE/THEY IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF THE SUBMITTING FIRM. THE UNDERSIGNED REPRESENTS THAT THEY MEET ALL THE MINIMUM REQUIREMENTS ON P. 6 OF THE RFP AND THAT THEY HAVE READ AND AGREE WITH THE CONTENTS OF HUD FORM 5369-B.

Business Name: _____

Address: _____

City, State, Zip: _____

Federal ID #: _____

Telephone Number: _____ FAX Number: _____

E-Mail of Contact: _____

Signature of Person Submitting Proposal: _____

Printed Name: _____

Title: _____

Certifications and Representations of Offerors

Non-Construction Contract

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

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/offerors 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)

- | | |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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:

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:]

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 _____

Only complete and submit as Bookmark 6 if the answer is YES.

Section 3 Business Self-Certification Form

Business Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Does your business qualify as a Section 3 Business based on the definition in 24 CFR Part 75.5?

_____ YES

_____ NO

If YES, check the box below under which subcategory you qualify:

A Business Concern meeting at least one of the following criteria, documented within the last six-month period:

1. _____ It is at least 51 percent owned and controlled by low- or very low-income persons (see the annual limit established by HUD)
2. _____ Over 75 percent of the labor hours performed for the business over the prior 3 month period are performed by Section 3 Workers (See 24 CFR Part 75.5 and 75.11 for definition of a Section 3 Worker)
3. _____ It is a business at least 51 percent or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If awarded the contract, the contractor will be responsible for providing documentation of their Section 3 status. Documentation can include, but is not limited to:

1. Proof of business ownership.
2. Three months of payroll review to establish the 75 percent rule.
3. Lease or proof of residency in public housing or Section 8-assisted housing.

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the Section 3 Business Registry database. Section 3 Business Concerns are not exempt from meeting the specifications of the contract or other Section 3 requirements and obligations. Information that is misrepresented on this form will be grounds for terminating Section 3 certification.

Signature

Date

Section 3 Worker:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (*2023 limit \$52,400.00*)

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 Worker:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.