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REQUEST FOR PROPOSAL
RFP #13-S-016
BANKING AND RELATED SERVICES
PART I of III
SCOPE OF SERVICES

CONTRACTS DIVISION

SUBMISSION DATE
THURSDAY, SEPT 12, 2013
BY 3:00PM

RFP #13-S-016 BANKING AND RELATED SERVICES
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REQUEST FOR PROPOSALS
#13-S-016
BANKING AND RELATED SERVICES

The Newark Housing Authority (NHA) is soliciting competitive proposals from qualified U.S. financial or banking institutions having branches located within the city of Newark, New Jersey. The financial institution or bank shall provide banking and related services including but not limited to: commercial accounts banking; electronic settlement of accounts payable invoices; loan and credit facility services; on-site branch and no fee ATM operations; resident and employee banking/customer services; and investment banking. The contract term shall for a period of three (3) years with two (2) one-year options to renew at the sole election of the Newark Housing Authority.

Interested and qualified companies are invited to obtain the RFP after registering at www.newarkha.org. Questions can be directed to the Contracting Officer at contractingofficer@newarkha.org.

A pre-proposal conference is scheduled for Thursday, August 22, 2013 at 2:00 PM at the address noted below.

An original and three (3) hard copies, plus one (1) electronic version of the proposal on a CD or flashdrive, in MS Word or .pdf file format shall be received no later than 3:00 p.m. on Thursday, September 12, 2013, submitted to:

NEWARK HOUSING AUTHORITY
Attn: Contracting Officer
500 Broad Street, 5th Floor
Newark, New Jersey 07102

All responses shall be clearly marked **“Newark Housing Authority RFP #13-S-016, Banking and Related Services.”**

Respondents are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). All respondents must also comply with 24 CFR 85.36.

The NHA reserves the right to accept any and all proposals, to waive any informality on the proposals, and the right to reject all proposals. No proposal shall be withdrawn for a period of one hundred sixty (160) days subsequent to the due date of the proposals, without the consent of the NHA.

NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR

RFP #13-S-016
BANKING AND RELATED SERVICES
INFORMATION AT A GLANCE

NHA CONTACT PERSON	Contracting Officer Email: contractingofficer@newarkha.org
PRE-PROPOSAL CONFERENCE	DATE: Thursday, August 22, 2013 TIME: 2:00 PM 500 Broad Street, Newark, NJ 07102
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 5.0 of the RFP document, submit one original and three (3) "hard copies," and one electronic version of your proposal to the NHA Contracts Division; 2. As instructed within Section 2.3, any submissions not including the Non-Curable Items will be rejected.
QUESTIONS RELATED TO RFP DUE, IN WRITING, TO NHA	Monday, August 26, 2013 at 10:00 AM Newark Housing Authority Contracting Officer contractingofficer@newarkha.org
RELEASE OF ANY REQUIRED ADDENDUM/ANSWER TO QUESTIONS	Wednesday, August 28 2013
PROPOSAL SUBMISSION DEADLINE	Thursday, September 12, 2013 at 3:00 PM Newark Housing Authority Contracting Officer 500 Broad Street, 5 th Floor Newark, NJ 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 PM on this date.
FINALIST INTERVIEWS (if requested by NHA)	Wednesday, September 18, 2013
ANTICIPATED CONTRACT AWARD BY ACTION OF THE BOARD OF COMMISSIONERS	Thursday, September 26, 2013 at 5:00PM 500 Broad Street, Board Room Newark, NJ 07102

SECTION 1.0 INTRODUCTION / BACKGROUND

1.1 INTRODUCTION – The Newark Housing Authority (“NHA”) is a tax-exempt governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1938. NHA is the largest public housing authority in New Jersey and the eleventh largest in the nation. The agency’s portfolio consists of 44 public housing communities with over 8,000 rental units scattered throughout the City of Newark. NHA also administers up to 5,000 Housing Choice Vouchers (Section 8) within the city limits. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, NHA mission is to invest in our families by building and maintaining affordable housing to encourage economic independence and healthy communities.

The NHA is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations, and the regulations promulgated by the State of New Jersey Department of Banking and Insurance. All proposals submitted in response to this solicitation must conform to all of the requirements outlined in this specification in its entirety.

1.2 BACKGROUND – Currently, the Authority has a staff of approximately 400 employees with an annual expenditure for the fiscal year ended March 31, 2013 of approximately \$200 million. The U.S. Department of Housing and Urban Development (“HUD”) has approved, and NHA will move to a new fiscal year – January through December – beginning in January 2014.

In keeping with its commitment to improve efficiency and implement industry best practices, NHA is soliciting competitive proposals from qualified, licensed and bonded financial institutions or banks which operate branches in the City of Newark, NJ, and are industry leaders in assisting commercial customers achieve increased efficiency and maximizing return on investment. The Authority is not only seeking a qualified banking institution, but a partner interested in investing in NHA’s future or providing affordable housing in the City of Newark. The Authority will be contracting for the services contained in the section entitled Scope of Work for a three-year period beginning on or about January 1, 2014 and ending December 31, 2016, with the option to extend the agreement for two (2) additional one-year periods at the sole discretion of NHA.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA’S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right not to award a contract pursuant to this RFP.
- The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent(s).
- The NHA reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
- The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 160 days subsequent to the due date of the proposals, without the written consent of the NHA Newark Housing Authority.

- The NHA reserves the right to negotiate the fees proposed by the Respondent entity.
- The NHA 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 alternate or non-requested services.
- The NHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The NHA reserves the right to award all or a portion of the award to one or more responsible responsive bidders.
- The NHA reserves the right to decrease or increase the work as specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE OR WORK IS IMPLIED OR GUARANTEED.
- The NHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.

2.2 RESPONDENT'S RESPONSIBILITIES; CONTACT WITH THE NHA

It is the responsibility of the Respondent to address all communication and correspondence pertaining to this RFP process to the Contracting Officer at contractingofficer@newarkha.org. Respondents must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the NHA to not consider a proposal submittal received from any Respondent who may has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the proposal; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the proposal submission unresponsive and that cannot be cured by the governing body.

1. A statement of corporate ownership pursuant;
2. A listing of sub-consultants and sub-consultant certification (indicating "none" if applicable);
3. A document provided by the contracting agency for the respondent to acknowledge receipt of any notice or revisions or addenda to the advertisement or proposal documents.

Each proposal form must provide: the full business address, business phone, e-mail; the contact person for the respondent; and signature of an authorized representative as follows:

1. Partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
2. Corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the

president, secretary or other person authorized to bind the corporation in the matter.

3. Sole-proprietorship shall be signed by the proprietor.
4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part III of this RFP.

N.J.S.A. 52:32-44 imposes the following requirements on respondents and all sub-consultants that knowingly provide goods or perform services for a respondent fulfilling this contract: The respondent shall provide written notice to its sub-consultants and suppliers to submit proof of business registration to the respondent. If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must be submitted prior to contract award. If the selected respondent uses sub-consultants not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-consultants or attest that none was used. During the term of this contract, the respondent and its affiliates shall collect and remit, and shall notify all sub-consultants and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A respondent, sub-consultants or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-consultants shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

2.5 CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
3. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple proposals from an agent representing competing respondents;
5. The proposal is inappropriately unbalanced;

6. The respondent is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
7. If the successful respondent fails to enter into a contract within 21 days, Sundays and holidays excepted, or unless otherwise agreed upon by the parties to the contract to extend that time. In this case of failure, the NHA may accept the proposal of the next highest scored responsible respondent. (N.J.S.A. 40A: 11-24b)

A rejected proposal shall be **DEEMED** as **NO PROPOSAL**, and the proposal shall be returned to the respondent.

2.6 METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the NHA to the successful respondent. Terms of the specifications/proposal package prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

The NHA's policy for Protests stipulates, "Any actual or prospective respondent may protest the solicitation or the award of a contract. In the case of a protest to a solicitation, such challenge must be in writing and submitted to the Contracting Officer or her/his designee no less than three (3) business days before the due date for receipt of proposals, and any protest against the award of a contract must be received within five (5) business days after contract award, or the protest will not be considered. The Contracting Officer or her/his designee shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract.

The respondent shall provide the following:

- ✓ Name, address and telephone number, email is optional of the person filing the bid protest;
- ✓ Indicate/specify the Bid/RFP number and the description of the solicitation;
- ✓ Provide a detailed statement specifying the nature of the complaint;
- ✓ Supporting exhibits, evidence, documents to substantiate any arguments; and
- ✓ Specify the form of relief being sought (including costs, if any).

The Contracting Officer or her/his designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer, after concurrence of the Chief Legal Officer and with approval by the Executive Director, may suspend the procurement pending resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or her/his designee in the review of the protest matter.

SECTION 3.0 INTENT AND SCOPE OF SERVICES

3.1 INTENT OF THE REQUEST FOR PROPOSAL

NHA to use this solicitation process to identify and contract with one or more qualified, licensed and bonded entities to provide banking and related services in support of the goals and objectives specified herein. All services will be provided at the request of the Chief Financial Officer or her/his authorized designee.

3.2 SCOPE OF SERVICES

The selected institution or bank will provide banking and related services to the Authority, including, but not limited to; relationship management, commercial and investment banking services; services to residents in the areas of financial and homeownership counseling and homeownership financing; participating with NHA in newly planned development sites; and other partnering opportunities as may arise during the term of the agreement. These areas as outlined as follows:

3.2.1 Relationship Management

The NHA seeks to select qualified and capable institutions that will work closely with the Chief Financial Officer or her/his designee to deliver and provide high quality, cost effective commercial banking services, and other related financial services. This will be facilitated by the institution(s) establishing a relationship manager for the NHA. The relationship manager will be the main point of contact that will connect the NHA to the subject matter expert (in various categories) focusing on maintaining the highest possible level of customer service.

3.2.2 Commercial Banking Services

1. Demand Deposit Checking Accounts (Interest Bearing) – please provide expected rate of interest to be received by the Authority with respect to the following demand accounts:
 - a) General Fund Account (GFA): Maintain a GFA for all NHA housing programs to facilitate funds received from all Federal and State agencies.
 - b) Rent Collection Account (RCA): This account will be a zero balance account and will be utilized for Authority rent collection from tenants.
 - c) Accounts Payable Account (APA): This account will be a zero balance account and will be utilized for Authority accounts payable transactions. The Authority will also be implementing repetitive wire transfer and ACH debit for payments to vendors from this account.
 - d) Housing Choice Voucher (Section 8) Program: This account will be utilized for payables related to the Section 8 Housing Assistance Program which consist of payments to landlords and Section 8 tenants and utility companies. All other vendor payables will be processed through the General Fund Account. The Authority has implemented direct deposit and ACH debit to landlords and Section 8 tenants and utility companies on this account. This account will be used for all funds received from the federal government related to all Section 8 programs.
 - e) Payroll Account (PA): This account will be a zero balance account and will be utilized for payment of employee payroll through direct deposit, checks, EFTPS payments to federal, and state tax departments and payments related to garnishee, child support, etc. All other benefit payments to vendors will be processed through the General Fund Account.
 - f) Resident Accounts: The Authority will require one Renters' Security Deposit account, one Pet Security Deposit account and two Family Self-Sufficiency Program escrow accounts.

- g) Section 3 Checking Account: The Authority will require a separate checking account to hold and distribute funds collected and disbursed under the HUD-mandated Section 3 program (ref: 24 C.F.R. 135).
 - h) Additional Checking Accounts: The Authority will require separate checking accounts for corporations such as Branch Brook Park Housing Association Inc., Housing Finance Corporation, Business Activities, and other NHA subsidiaries. The Authority will furnish awardee(s) with a list of additional checking accounts as needed.
2. Checking Account Services (Basic)
- a) Provide month-end statements by the 5th day of the following month and provide statements to various auditors upon request;
 - b) Electronic check image retrieval online or CD every month including necessary software;
 - c) Provide individual and consolidated monthly account analysis for all accounts by the 5th day of the following month;
 - d) Provide an automated wire transfer system (online and telephone options) for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals;
 - e) Provide the ability to execute no-fee inter-fund transfers between various Authority accounts.
 - f) Provide online balance reporting system, with information on collected, available and closing balances, as well as details of all debits and credits posted to the account from the previous day, by 8:00 a.m. each business day;
 - g) Provide a reporting system that shows current day ACH credits, by 8:00 a.m. each business day. Currently the Authority receives various ACH credits daily through ACH system and needs the current day information every morning to assist in making investment decisions;
 - h) Provide support in answering questions, trouble shooting problems and resolving issues in a prompt manner;
 - i) In a timely and appropriate manner, facilitate all stop payment requests received from NHA. The institution must offer the capability to enter stop payment requests via the internet.
 - j) Provide positive pay, which will assist the Authority in the prevention of fraud by detecting unauthorized or counterfeit checks. NHA should be able to review exceptions, make on-the-spot corrections, download images of exceptions to help make a pay/no pay decision and create register entries for all exception items before final payment.
 - k) Ensure that the proper NHA signatures are on any NHA check presented or paid.
 - l) Provide the ability to process checks via remote deposit.
3. Overdraft Protection.
4. NSF Processing - checks returned for non-sufficient funds must be processed twice before being returned to the Authority.
5. Credit/Debit Card Acceptance for Rent Payments - provide the ability to accept payment through the use of credit/debit cards or e-checks. The Authority does not utilize this process for collection, but will consider this service in the future. Upon implementation, the Authority will be credited daily for the gross amount of the bankcard transactions. Any sales

discount fee or percentage proposed will be billed at the end of each month as part of the activity charges, if any.

6. Electronic Transfers
 - a) Automated Clearing House
 - b) Wire Transfers (Single and Repetitive)
7. Integrated Payables Solution/Electronic Payment – for the timely payment to vendors via a ghost card purchasing card program or ACH transaction for registered and enrolled vendors. Services must include: identification of and marketing to eligible NHA vendors; responsibility for the timely registration vendors and updating the NHA accounting system at least daily with new vendor registrations; electronic delivery remittance (to vendors) and rejection (to NHA) information; 24x7 online access to transaction detail; reconciliation of transactions to NHA accounting system; automated system to make credit card payment to vendors without storage, use or provision of card number, expiration date, Card Verification Value code to vendors; electronically transmit information to vendor; limit vendor withdrawals to NHA approved amounts only; provision of all available transaction detail (minimum Level III) available; and measures to ensure NHA is not charged, and does not pay sales or use tax or international fees. The solution must be compatible with NHA existing and future account coding structure (“ACS”) which corresponds to the appropriate expenditure fund. NHA will not enter into or honor any third party end user agreements entered into or executed by the awardee; the terms and conditions of the NHA banking and related services agreement shall apply.
8. Direct Deposit
 - a) Employee Payroll - NHA offers and encourages direct payroll deposit for its employees. The Authority pays its employees on a bi-weekly basis. On an average payroll, ~296 employees receive direct deposit, which generates approximately 400 transactions per pay period due to many employees having multiple bank account transfers, approximately 130 employees received hard copy paper checks. Currently, the Authority transmits the payroll data to the institution via a data transmission web server one working day (before 12:00 noon) prior to payday. Deposits must be made into the employees’ account by 8:00 a.m. on payday.
 - b) Housing Choice Voucher Landlords – The institution will be required to process 7,000 transactions, totaling over \$4.8 million in monthly payments to private landlords. Payments consist of approximately 1,100 hard copy paper checks and 5,900 ACH to 2,400 landlords on behalf of 5,200 tenants (all numbers are approximate). The Authority transmits the payment data to the institution via a Secure Data Transmission Facility/Server on the 28th and 29th of the preceding month. The landlords with direct deposits should receive their ACH on the 1st of the month and landlords receiving paper checks should be mailed in order to ensure receipt by the 3rd of the month.
9. Online Banking Services – provide one, web-based system only for all accounts. The system must allow authorized users to initiate and complete various banking transactions, download all reports and conduct all services, including, but not limited to:
 - Account reconciliation;
 - Account balances;
 - Items cleared prior day;
 - All transfers completed;
 - Deposits completed;

- Check image retrieval;
- Account analysis;
- Wires completed;
- Returned checks and money orders; and
- ACH transactions.

10. Positive Pay – real time positive pay for all checking accounts

11. Electronic Storage and Retrieval of Cancelled Checks – storage services and online retrieval.

12. Banking Supplies – Provided to NHA at no cost a supply of coin rollers, security bank bags, and deposit slips specially encoded for normal transactions.

13. Loan – Discuss credit requirements, underwriting process and Bank capacity for secured and unsecured loans, and non-recourse loans, including predevelopment, bridge and construction/permanent loans.

14. Miscellaneous Services: In addition to the requirements listed above, the proposal shall identify, on the Proposal Submission Form in Part III herein, proposed fees for the following services:

- Safe deposit box facilities; and
- Other services provided by your institution that would be beneficial to the Authority, but has not specifically be addressed.

3.2.3 Banking Partner for Development Projects; Funding and Lending

The financial institution's representative(s) shall be available to the Authority to provide analysis, consultation and financial support for all matters affecting NHA finances. These services shall include but not be limited to:

- leveraging Low Income Housing Tax Credits (LIHTC);
- developing innovative solutions to the NHA's funding requirements in order to achieve the most advantageous financing terms, including the possible use of payment agreements;
- providing advice on all aspects of any proposed capital financing; and
- assisting NHA in the analysis of cash flow projections to determine the timing, sizing, and types of debt issuance that will meet its financial objectives.

3.2.4 Safekeeping

The institution shall provide the Authority with safekeeping services of its investments. The institution shall control the securities through its own safekeeping department, through any corresponding institution with which it deals regularly upon approval by the Authority. The safekeeping account must be in the name of the Authority (the Authority shall own all securities held in trust by the institution). All proposals must identify where safekeeping facilities will be located and what institutions, if any, are used as correspondent institutions. Proposals shall clearly specify services to be performed and related costs. Safekeeping service shall include but not be limited to:

- safekeeping of securities purchased;
- delivery of securities sold by the Authority;
- provide Authority a receipt of all transactions;
- pay for or sell securities purchased or sold by the Authority on a payment versus delivery

- basis;
- collect interest on securities held in safekeeping;
- monthly, provide a statement summarizing all securities owned and transaction on behalf of the Authority;
- register or transfer securities;
- verify holdings as of specific dates for audit purposes;
- credit the City's account for interest and principal payments on the day received;
- provide maturity and interest payment notices at least five (5) days prior to payment date; and
- maintain securities in an Authority account.

3.2.5 Resident and Employee Services

- a. Participate in and provide support to residents enrolled in the Authority's Family Self-Sufficiency program. Opportunities for participation include, but are not limited to:
 - providing financial counseling;
 - checking and savings account management;
 - mortgage financing, including preferred products, for qualified NHA residents and/or employees; and
 - other banking and/or support for social services.
- b. Offer employee banking services to include:
 - No-fee cashing of NHA payroll checks, with or without an institution account; and
 - Onsite, no fee ATM service at various NHA work locations.

3.2.6 Community Presence; Community Investment

- a. Partner with the Authority in providing services to newly established communities by locating retail banking facility in one or more NHA mixed income communities or other developments assisted by NHA. Also, include a description of the financial institution's CRA credit commitments and needs which may include NHA activities/projects that may facilitate the financial institution meeting its CRA credit requirements.
- b. Demonstrate the financial institution's experience/capacity with debt and equity financing instruments in the development of affordable housing including Low Income Housing Tax Credit ("LIHTC") and Renewable Energy Credit experience, including syndication, and taxable/tax exempt bond financing. Also demonstrate the financial institution's experience/capacity with New Markets Tax Credits acquisitions including any Community Development Entity certifications.
- c. Discuss the financial institution's experience with taxable and tax-exempt underwriting; specifically discuss such experience in the context of affordable housing development, and 4% LIHTC transactions.

3.2.7 Credit/Loan Facilities

Set forth experience in providing non-recourse term credit facilities such as lines of credits, predevelopment loans, or anticipatory notes. Please discuss general underwriting criteria, required documentation by NHA and any other relevant information. NHA acknowledges that actual terms and

conditions of the credit facilities will be negotiated at the time of loan origination based on current financial information.

- 3.2.8 Services Not Provide – In the event that the primary proposing institution does not provide all requested services included in this RFP, the institution will submit as part of its proposal additional partners/providers who provide these services. It is the sole responsibility of the primary Respondent to secure and maintain the relationship with any additional providers. The primary Respondent, at the time of proposal submission will identify all secondary providers on the Sub-Consultant Listing and Certification documents.
- 3.2.9 Additional Services – No additional services shall be performed without prior written authorization from the Authority.
- 3.2.10 Quality Control Programs – The selected bank will be required to meet at least quarterly, or as otherwise requested by NHA, to review actual operating results against NHA service requirements. Additionally, the bank will be required to verify the quality of data contained on all storage media provided to NHA.
- 3.2.11 Data Equipment Compatibility – The Authority heavily relies on on-line transactions and wishes to ensure equipment and data compatibility and therefore request the specifications needed for an automated wire transfer, ACH debit & credit, credit card, balance reporting and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified on the Proposal Submission Form in Part III herein. Respondents should fully describe its technology “current state” and “technology roadmap.”
- 3.2.12 Business Continuity Planning – Provide copy of your bank’s business continuity plan including contingencies for internal failures and external disasters. Plan should include emergency coverage of essential services, required by NHA, disaster recovery testing schedule, result of most recent full function test, date and result of last live activation and post-disaster contingency plan in the event your first backup location is inoperative.
- 3.2.13 Transition Planning
- a. Incoming Transition Plan – provide in MS Word, Excel or Project a transition plan showing all required tasks, resources, data requirements, system interfaces, staff training, etc. necessary to assume the role of the banking services provider as outlined herein, with a go-live date of January 1, 2014.
 - b. Outgoing Transition Plan – provide in MS Word, Excel or Project a transition plan showing all required tasks, resources, data requirements, system interfaces, staff training, etc. necessary to transition out of the role of the banking services provider as outlined herein, at the end of the contract term.
- 3.2.14 Compliance with Applicable Laws and Regulations - All investment services must be compliant with applicable U.S. Department of Housing & Urban Development, federal, state, and local regulations (see attached investment policy).
- 3.2.15 Legal/Litigation Support, Demands and Requests for Data – Except as prohibited by law, awardee(s) shall: immediately notify NHA of subpoenas, warrants, or other legal demands; consult with NHA regarding response; cooperate with NHA reasonable requests seeking NHA

data; and promptly provide copies of data required for making timely response.

- 3.2.16 Data Ownership, Data Protection and Internal Controls – All data prepared, generated or obtained in the provision of the services contemplated herein shall become and remain the property of NHA, without restriction or limitation on their use. For all service, awardee(s) is required to have internal controls to ensure the security of bank deposits and a comprehensive information security programs in place to ensure the protection of all NHA data. NHA data must be treated with the utmost care, in accordance with data protection laws, regulations, and financial industry best practices.

3.3 CONTRACT TERM; CONTRACT RENEWAL OPTIONS

It is anticipated that the term of the contract will be for a period of three (3) years with two (2) one-year renewal options, beginning January 1, 2014 and ending December 31, 2016. Any available renewal options shall be exercised at the sole discretion of NHA, subject to the availability and appropriation of funding for the contract.

SECTION 4.0 PROPOSAL FORMAT

The purpose of the Proposal is to demonstrate the qualifications, service level, and cost for services, competency and capacity of the organizations seeking to become a consultant for the NHA. The proposal should address all the points outlined here as required:

4.1 EXECUTIVE SUMMARY:

This Executive Summary or introduction should provide the following:

- 4.1.1 A brief description of the firms organizational structure, the name of the respondent, the location of the principal place of business, the type of business entity (e.g., corporation, partnership), and the state of organization. The name and telephone number of the primary contact person must accompany the submission.
- 4.1.2 The letter should summarize briefly the firm and principal team members' who will be working on or provide technical assistance for this project, their areas of responsibility and their qualifications and past experience relevant to the RFP.
- 4.1.3 Respondent's physical presence within the City of Newark, New Jersey.

4.2 NON-CURABLE DOCUMENTS:

- 4.2.1 Stockholders Disclosure Certification - N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, the bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

- 4.2.2 Listing of sub-contractors and certification form – Include a signed listing of all sub-contractors to be used and completion of certification form. Respondent must submit the form indicating **No Sub-Contractor to be Used**, as applicable.
- 4.2.3 Acknowledgement of Receipt of Addenda/Clarifications – A document provided by the contracting agent in the bid plans, specifications or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice, revisions, addenda or clarifications to the advertisement or proposal documents.

4.3 MINIMUM QUALIFICATIONS

To be considered for selection, vendors must meet at least the following minimum qualifications:

- 4.3.1 Must have the authority to offer Banking Services by holding a charter from either the State of New Jersey or the United States Government;
- 4.3.2 Must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services;
- 4.3.3 Must be in compliance with all applicable laws, rules, regulations, and ordinances/statutes of the City of Newark, the State of New Jersey, and the United States;
- 4.3.4 Must be a State of New Jersey qualified depository for public funds (Government Unit Deposit Protection Act) and must be in compliance with the NJSA 17:9-14 et seq with a capital structure sufficient to accommodate the Authority's cash/investment management daily needs of up to \$25 million;
- 4.3.5 Ability to supply web-based information reporting systems; and
- 4.3.6 Must have established offices or local branches within the City of Newark. Please submit a copy of your City of Newark (or State of New Jersey) business license.

4.4 MANDATORY REQUIREMENTS

- 4.4.1 Respondent shall have five (5) years experience in the banking industry.
- 4.4.2 The Respondent is required to **present proof of the following**:
- a. Financial strength: capital ratios, asset quality, earnings, liquidity, sensitivity to market risks, deposits, and loans; financial statement for the past two (2) fiscal years (with unqualified opinion from a certified public accountant; call reports for the last four (4) quarters or credit rating information for senior and subordinate debt from a recognized credit agency; and rating information from recognized bank rating agency.
 - b. Proof of current standing as an eligible public depository;
 - c. Community Reinvestment Act ("CRA") rating and rating authority; include information on CRA activity within the City of Newark, NJ;
 - d. Funds availability schedule and policy;
 - e. A copy of the entity's proposed custodial agreement for the collateral pledged to secure NHA accounts; requirements for execution under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA");
 - f. Confirmation of agreement to adhere to NHA collateral policy;

- g. Institution's disaster recovery/business continuity plan;
- h. Institution's dispute resolution and customer service/feedback process;
- i. Status as FDIC-insured institution with the ability to collateralize all NHA funds and investments over the FDIC limits;
- j. Governmental Unit Deposit Protection Act certificate, issued by the NJ Department of Banking, as of 12/31/09 and every six months thereafter; and
- k. Confirmation that all collateral securities will be held by an independent third party in the United States. The Respondent will be required to execute a general depository agreement (Form HUD-51999).

4.5 PREVIOUS EXPERIENCE; PAST PERFORMANCE

- 4.5.1 Describe respondent's relevant experience performing the services described in Section 3.2 Scope of Services for public entities.
- 4.5.2 Provide information to support the respondent's ability to meet NHA requirements, including but not limited to the following: ability to meet current and projected service requirements over the term of the agreement; best available schedule for deposit items; capacity to provide a wide range of electronic banking services; best rate of interest paid historically on accounts (including evaluation of indexed accounts); best earnings credit rate, etc.
- 4.5.3 Describe the respondent's experience with creative approaches successfully used to minimize costs and fees for required services on behalf of clients.
- 4.5.4 Describe any competitive differentiators respondent may have that would be of significant benefit to the Authority.
- 4.5.5 Describe the respondent's general policies, approach and experience relating to Affirmative Action (e.g., MBE/WBE/DBE and HUD Section 3) programs.

Respondent should not include as experience previous engagements with the Newark Housing Authority or its affiliated entities.

4.6 REFERENCES

Provide current references from at least five (5) reference including entity name, contact person, telephone number and services used as they relate to the requirements of the RFP. Public Housing Authorities and/or Municipal references are preferred.

Respondent should not include previous engagements with the Newark Housing Authority or its affiliated entities.

4.7 WORK PLAN/APPROACH:

- 4.5.6 Provide a detailed description of the process by which respondent would organize, coordinate and deliver the required services as delineated in Section 3.2 SCOPE OF SERVICES. A complete response to this section must include, at minimum, the following components:
 - a. Communication. Describe how firm would provide explanations and training to NHA Finance department staff;

- b. Questions and Issue Resolution. Describe firm's approach and availability to timely respond to questions and issues that may arise during the contract term(s); and
 - c. Cost/Benefit of Services. Describe specific cost/benefits of firm's services to NHA; include innovative responses to challenges frequently encountered when serving as banking partner to similar entities.
- 4.5.7 NHA anticipates that the contract resulting from this solicitation will be awarded on Thursday, September 26, 2013, and that work under the contract will commence on or about January 1, 2014. The awardee is expected to be ready to provide the required services immediately thereafter, and on a continuous basis throughout the specified term(s).
 - a. Provide a recommended implementation schedule, using a work breakdown structure and accompanying Gantt chart, clearly indicating the tasks, key dates, milestones, etc., for pre-performance, as well as on-going service delivery;
 - b. Describe the standard response times NHA can expect during the performance period; include response times for return of telephone calls, completion of analysis, and preparation of written reports or presentation.

4.8 FINANCIAL STATEMENT

Respondent shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA. Approval of alternate documentation must be obtained prior to the proposal submission date.

4.9 ACCOUNT MANAGEMENT:

- 4.9.1 Indicate who (by name and title) will have ultimate responsibility for the customer relationship;
- 4.9.2 Describe the banking experience and governmental knowledge of the team that will service the NHA account;
- 4.9.3 Describe how account team will proactively assess the organizational requirements and opportunities in the Authority's banking processes;
- 4.9.4 Describe how account team will initiate steps to exploit features of the company's products; and
- 4.9.5 Describe how account team will introduce best practices, and capitalize on the integration of various system interfaces.

4.10 INSTRUCTIONS TO RESPONDENTS

- 4.10.1 All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: **"Newark Housing Authority RFP #13-S-016, Banking and Related Services."**
- 4.10.2 Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of both sides of the paper for any submittal to NHA is desirable whenever practicable.

4.10.3 All proposals must include the following information:

- a. Provide specifications for automated service hardware and software capability proposed (i.e.: wire transfers, ACH debit/credit, daily balance reporting, etc.).
- b. Describe experience and current services available for vendor payables processing via ACH and ghost card procurement cards.
- c. Provide a funds availability schedule. Describe one-day, two-day availability and wire requirements.
- d. A detailed schedule of costs by specified task as identified on the Proposal Submission Form in Part III herein. Volumes indicated on the proposed fee structure sheet are estimates and actual quantities may vary. Costs not included on the proposed fee structure, but which the financial institution/bank proposes to charge, must be individually itemized and thoroughly explained. Proposed fee structure must be executed by an official of the bank in a position to commit the institution to provide the services in accordance with these terms and conditions.
- e. Describe the effective rate, method used and formula proposed to calculate the service charge credit for collected fund balances. Describe the interval/time frame proposed to pay any additional fees not offset by service charge credit (i.e.: monthly, quarterly, semi-annually, annually) and to what extent the service charge credit/debit from one period can be carried forward to the next period.
- f. Identify the proposed compensation method (i.e.: compensating balances, straight fees, other method or combination thereof).
- g. Describe the mechanism and fee for handling possible overdraft situations and identify a line of credit/overdraft interest charge formula and when it will be applicable. Describe what constitutes a daylight and overnight overdraft situation.
- h. Describe the time lines associated with payroll direct deposits and if possible, alternatives to the standard time line, as well as the associated costs.
- i. Discuss any special conditions, other fees, other services, or deviations from the bid specifications.
- j. Describe your institution's community participation/reinvestment program.
- k. Provide information on how your institution, in partnership with the Authority and local businesses, can facilitate economic development.
- l. Provide the following reports and information about your institution:
 - i) Community Reinvestment Act (CRA) rating
 - ii) On-line reporting sample reports
 - iii) Analysis & bank statement
 - iv) Safekeeping statement and receipts
 - v) Most recent financial statement
 - vi) SEC and/or Moody's credit rating or comparable rating

- m. Provide your Institution's contact name and phone number for each of the following areas: general banking services, safekeeping services, wire transfer services, ACH Direct Deposit, and local office/branch contact. It is the Authority's preference to have one contact person who will deal with other representatives at the institution to resolve any questions or concerns.

4.10.4 Additional information requested:

- a. Describe the availability, date range available and data download/file transfer format of the following internet services. Identify any costs related to such internet services on the Proposal Submission Form in Part III herein. The Authority will consider the internet services availability in its selection of banking services but may choose to use none or any number of available services.
- i) Account Administration
 - ii) Ability to view and download transaction detail of all Authority accounts
 - iii) Ability to view and print cancelled checks, deposit slips and/or other debit/credit documents scanned
 - iv) Ability to view and print debit/credit activities in merchant services and credit card transactions
 - v) Ability to transfer/upload files for positive pay
 - vi) Ability to transfer/upload files for payroll direct deposits
 - vii) Ability to receive account reconciliations and analysis data on-line
 - viii) Ability to retrieve and download current & prior period monthly statements on-line
 - ix) Remote deposits
 - x) Initiate On-line Banking Transactions
 - Fund Transfers – ACH, Wires
 - Stop Payments
 - Transfers between funds
 - Transfer funds to accounts at other banks
- b. Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider.
- c. Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
- d. Describe your emergency preparedness and disaster recovery procedures. How quickly will backup facilities be activated?
- e. Describe your ATM services and requirements.

4.11 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each respondent is required to submit, in addition to those listed in items 4.1-4.10, the documents included in the *Submission Documents* package. These include:

- Checklist

- Provide a copy of bank's business continuity plan as requested in 3.2.12.
- Evaluation Criteria Form
- Proposal Submission Form – (form included, single copy in sealed envelope) - Although cost is not listed as an evaluation criterion, cost is an important of a best value determination. Respondents are advised to submit competitive proposals, cost and other factors considered.
- Affirmative Action Compliance Notice
- Affidavit of Non-Collusion
- Affidavit of Non-Default
- Drug Free Work Place Certification
- Debarment Statement – submit notarized statement, on the firm's letterhead, that the respondent or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- Liens, suits or judgments – submit notarized statement on the firm's letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- Form HUD-5369B: Instruction to Offerors, Non-Construction
- Form HUD-5369-C: Certifications and Representations of Offerors
- Form HUD-2530: Previous Participation Certification
- Form HUD-50071: Certification of Payments to Influence Federal Transactions
- Business Registration Certificate – N.J.S.A. 52:32-44 requires that each Respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the Respondent's Business Registration Certificate (BRC). If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must also be submitted prior to contract award.
- Joint Venture Agreement (if applicable)

SECTION 5.0 GENERAL INSTRUCTIONS

Proposal Submission deadline is Thursday, September 12, 2013 at 3:00 p.m. It is the Respondent's responsibility that proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. No faxed or telephone proposals will be accepted. Proposals received after the designated time and date will be returned unopened.

Respondents are asked to submit an original and three (3) copies, plus one (1) electronic version of the proposal on either a CD or flashdrive, using a MS Word or .pdf file format addressed to NEWARK

HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the respondent written on the face of the package, and clearly marked **“Newark Housing Authority RFP #13-S-016, Banking and Related Services.”**

5.1 QUESTIONS

All questions and requests for information must be addressed in writing to the Contracting Officer at contractingofficer@newarkha.org. The deadline for receipt of questions pertaining to this proposal will be Monday, August 26, 2013 at 10:00 a.m. All communications pertaining to this RFP shall be addressed to the Contracting Officer.

The Contracting Officer will respond to all such inquiries in writing by addendum to all prospective Respondents (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the NHA and a prospective Respondent when other prospective Respondents are not present) conversations that may give one prospective Respondent an advantage over other prospective Respondents.

5.2 INTERPRETATION AND ADDENDA:

The Respondent should rely only on representations, statements or explanations, contained in this RFP, any documents that the Authority has provided the Respondent, which are referred to in this RFP, and in such formal written addenda as are issued by the Authority prior to the Proposal Submission Deadline.

5.3 DESCREPANCIES IN PROPOSALS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

SECTION 6.0 EVALUATION CRITERIA

All proposals will be evaluated in accordance with the evaluation criteria provided below.

EVALUATION CRITERIA	MAX POINTS
Qualifications per Sections 4.1, 4.3, 4.4, and 4.8	5
Previous Experience and Past Performance per Sections 4.5 and 4.6	25
Technical Components per Sections 4.7 and 4.10	15
Account Management per Section 4.9	40
Community Investment; Affirmative Action (Overall)	15
MAXIMUM AVAILABLE POINTS	100

The NHA will make an award to the responsible Respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e., that which represents the best overall value to the NHA), cost or price and other factors considered.

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Respondent shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The Authority shall be named additionally insured in the Comprehensive General Liability Insurance policy.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$5,000,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$2,000,000.
- d. Comprehensive Automobile and Vehicle Liability Insurance covering all owned, non-owned or hired vehicles covering claims for injury to members of the public and damage to the property of others arising from the use of motor vehicles, with bodily injury limits of \$1,000,000, and property damage of \$1,000,000.
- e. Where an endorsement to the policies is required as a result of a contract with the Authority, the endorsement shall be made prior to the signing of said contract.

The Respondent shall require each of its sub-consultants to furnish them with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-consultant's activities. Certificates of insurance are to be forwarded to the Authority upon receipt.

7.2 AFFIRMATIVE ACTION (Equal Employment Opportunity, M/W/DBE and HUD Section 3)

Respondents are expected to comply with NHA's Affirmative Action commitments prior to and during the term of any awarded contract. Affirmative Action relates to:

- 7.2.1 Adherence to hiring practices which encourage and result in the placement of qualified minorities and women in upper management positions and/or corporate ownership;
- 7.2.2 The utilization of minority- and woman-owned, and otherwise disadvantaged businesses as sub-contractors/sub-consultants, or joint venture partners; and
- 7.2.3 Compliance with the following HUD Section 3 requirements:
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended

March 17, 1999, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons who are recipients of HUD assistance for housing, and with this contract.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Respondent agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Respondent's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Respondent agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Respondent will not subcontract with any sub-consultant where the Respondent has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR Part 135.
- E. The Respondent will certify that any vacant employment positions, including training positions, that are filled (1) after the Respondent is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Respondent's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree

to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

7.2.4 MANDATORY AFFIRMATIVE ACTION CERTIFICATION (The following are mandatory requirements of this proposal and contract.)

For Goods and Services: no firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The Respondent's submission will be rejected as non-responsive if either one of the required documents is not submitted in the specified time frame.

7.3 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Respondents are required to read Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.4 TRUTH IN CONTRACTING

Respondents should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Respondents should consult the statutes or legal counsel for further information.

7.5 TERMINATION OF CONTRACT

- 7.5.1 If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Respondent of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.
- 7.5.2 Notwithstanding the above, the Respondent shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Respondent and the NHA may withhold any payments to the Respondent for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Respondent is determined.
- 7.5.3 The Respondent agrees to indemnify and hold the owner harmless from any liability to sub-consultants/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.
- 7.5.4 In case of default by the Respondent, the NHA may procure the goods or services from other sources and hold the Respondent responsible for any excess cost.
- 7.5.5 Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the NHA reserves the right to cancel the contract.
- 7.6 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the Respondent disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the NHA. The Respondent will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the NHA. The NHA may terminate the contract for convenience by providing 60 calendar days advanced notice to the Respondent.

7.7 PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

RFP #13-S-016
BANKING AND RELATED SERVICES
PART II
STANDARD DOCUMENTS

PART II

SECTION 1

SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR SERVICES

THIS CONTRACT, entered into as the _____ day of _____ in the year Two Thousand and Eleven, by and between the NEWARK HOUSING AUTHORITY, a body corporate and politic, organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 500 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "AUTHORITY", and, [], a corporation organized and existing under the laws of the State of __, with its principal place of business at [], hereinafter called "CONTRACTOR".

The Authority and the Contractor are mutually desirous of entering into a contract to complete the following Scope of Work.

Article 1: SCOPE OF WORK.

The Scope of Work to be performed under this contract shall include, but not be limited to, providing professional banking and related services as outlined and described in RFP #13-S-016 Banking and Related Services.

Article 2: CONTRACT TERM

It is anticipated that the term of the contract will be for a term of three (3) years with an option to renew for two (2) additional one-year periods at the sole discretion of the NHA and subject to availability of annually appropriated funding for the contract.

The contract term shall commence on or about January 1, 2014, and end on December 31, 2016; the term of the first option period shall commence on January 1, 2017, and end on December 31, 2017; the term of the second option period shall commence on January 1, 2018, and end on December 31, 2018.

If necessary, written notice of NHA's intention to renew the contract shall be given approximately sixty (60) days prior to, or no more than thirty (30) days after the expiration date of each contract period.

The NHA reserves the right to cancel the selected Contractor at the end of any contract year with no penalty for cancellation.

Article 3: COMPENSATION.

The Authority shall pay to the Contractor for the performance of the work under this Contract at the rates contained in the attached price sheet, in current funds, an amount not to exceed [] dollars (\$).

Payments for the Contractor's work shall be made on payment terms of N30 days after receipt of the Contractor's itemized invoice and appropriate supporting documentation. Compensation shall be paid only for services actually performed and accepted by NHA.

Invoices are to be forwarded to: **Newark Housing Authority, Accounts Payable, Post Office Box 1690, Newark, New Jersey 07102.**

Article 4: INSURANCE.

Before commencing of services under this project, the Contractor shall furnish to the NHA certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The NHA shall be named additionally insured in the Comprehensive General Liability and Automobile Insurance policies.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Contractor's services with a limit of not less than \$5,000,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Contractor's services with a limit of not less than \$2,000,000.
- d. Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and on-Owned Automobile Liability.
- e. Where an endorsement to the policies is required as a result of a contract with the NHA, the endorsement shall be made prior to the signing of said contract.

The Contractor shall require each of the sub-contractors/sub-consultants to furnish it with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. Sub-contractor/sub-consultant evidence of insurance shall be submitted for review and approval by NHA prior to commencement of the sub-contractor/sub-consultant's activities.

Article 5: COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract, at its discretion, for default.

Article 6: TERMINATION FOR CAUSE

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. The Authority shall have the benefit of such work as may have been completed up to the time of such termination and the Contractor shall be entitled to receive just and equitable compensation for such work.

Article 7: TERMINATION FOR CONVENIENCE.

The Authority may terminate this Contract upon thirty (30) days written notice to the Contractor. Upon termination the Contractor shall render a final report of the services performed up to the date of termination and shall turn over to NHA original copies of all work produced, research conducted and papers prepared under this agreement.

The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments previously made. If the Contract is terminated due to fault of the Contractor, Article 6 hereof relative to termination shall apply.

Article 8: CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of NHA.

Article 9. RECORDS AND AUDITS

The Contractor shall maintain, throughout the term of this agreement and for a period of three (3) years after final payment for services performed thereunder, detailed records that indicate the date, time and nature of the services rendered. These records shall be subject to inspection by NHA, the Department of Housing and Urban Development, and their respective auditors. NHA shall have the right to audit the billing both before and after payment. Payment under this agreement shall not foreclose the right of NHA to recover excessive or illegal payments.

Article 10. CHANGES.

The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract if applicable, including changes: (1) In the Scope of Work (including drawings and designs); (2) In the method or manner of performance of the work; (3) Authority-furnished facilities, equipment, materials, services, or site; or, (4) Directing the acceleration in the performance of the work.

Article 11: INDEMNIFICATION.

Contractor shall protect the Authority from any and all potential claim arising from any negligent act of omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Contractor hereby agrees to save and indemnify and keep harmless the Authority against all liability for claims, demands, judgments and damages including personal and property damage arising from any act by or negligence of Contractor or its subcontractors, agents or employees, while in or about the buildings or premises and further agrees to indemnify the Authority and/or its agents.

Article 12: EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees to enforce affirmative action provisions of Article 15 herein and NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq..

Article 13: ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer any interest in this Contract; except that claims for monies due or to become due from the Authority under the Contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

Article 14: MODIFICATION.

Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing. The Contracting Officer may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Authority's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer. When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the Authority's approved threshold), such modification shall not be effective until the required approval is received by the Authority.

Article 15: COMPLIANCE WITH LOCAL LAWS; GOVERNING LAW.

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the State and local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

This Contract, as well as the rights and obligations of the parties to this Contract, shall be governed by the laws of the State of New Jersey and applicable federal regulations.

Article 16: STANDARD OF PERFORMANCE; LICENSES

The Contractor warrants that it possesses the personnel, experience and knowledge necessary to perform the services described hereunder in accordance with the ethical and fiduciary standards applicable to banks operating in the United States of America.

The Contractor agrees to obtain and maintain throughout the term of this agreement all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

Article 17: HUD SECTION 3 REQUIREMENT

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Article 18: AFFIRMATIVE ACTION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following documents:

- * Letter of Federal Affirmative Action Plan Approval
- * Certificate of Employee Information Report
- * Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Article 19: NOTICES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

NEWARK HOUSING AUTHORITY:	CONTRACTOR:
500 BROAD STREET	
NEWARK, NJ 07102	
ATTENTION: CHIEF FINANCIAL OFFICER	
With copy to: CHIEF LEGAL OFFICER	

Article 20: CONTRACT DOCUMENTS.

The executed Contract shall consist of the following component parts:

- a. This Instrument;
- b. RFP #13-S-016 Banking and Related Services;
- c. Contractors proposal response to RFP #13-S-016, as accepted by NHA;
- d. Section 3 Opportunity Plan, Schedule D, dated _____; and
- e. Form HUD-5370C – General Conditions of the Contract for Non-Construction.

THIS INSTRUMENT, together with the other documents enumerated in this Article 20, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this

Article 20 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

Article 21: AFFIDAVIT.

Be it remembered that on this day the undersigned personally appeared, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that _____ is the _____ of [_____] corporation, that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said _____, as and for his voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as a witness by like order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, the Authority and the Contractor have executed on this Contract, the day and year first above written.

ATTEST:

COMPANY NAME

WITNESS/NOTARY

NAME/TITLE

APPROVED AS TO FORM AND LEGALITY:

ELLEN M. HARRIS, ESQ.
CHIEF LEGAL OFFICER
HOUSING AUTHORITY OF THE
CITY OF NEWARK

ATTEST:

NEWARK HOUSING AUTHORITY

KEITH D. KINARD
EXECUTIVE DIRECTOR

ORIGINATING DEPARTMENT:

FINANCE

RFP #13-S-016

BANKING AND RELATED SERVICES

PART II

STANDARD DOCUMENTS

SECTION 1

**INSTRUCTIONS TO OFFERORS
(FORM HUD 5369-B)**

This form must be downloaded for review at

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>

PART II

SECTION 2

**GENERAL CONDITIONS FOR NON-CONSTRUCTION
(FORM HUD 5370-C1)**

[This form must be downloaded for review at](http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf)

<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>

PART II

SECTION 3

**Administrative Requirements for Grants and Cooperative Agreements to State, Local and
Federally Recognized Indian Tribal Governments**

24 C.F.R. 85.36

This document must be downloaded for review at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536

PART II
SECTION 4
SECTION 3 UTILIZATION PLAN

RFP #13-S-016
BANKING AND RELATED SERVICES
PART III
SUBMISSION DOCUMENTS

RFP #13-S-016
BANKING AND RELATED SERVICES

CHECKLIST

(CHECK OFF EACH ITEM)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. TRANSMITTAL LETTER/INTRODUCTION		
2. NON-CURABLE ITEMS		
• Stockholder Disclosure Certification (<i>provided within</i>)		
• Listing of Sub-contractors and Certification FormS (<i>provided within</i>)		
• Acknowledgement of Addenda (<i>provided within</i>)		
3. STATEMENT OF QUALIFICATIONS AND CAPABILITIES		
4. REFERENCES		
5. EVIDENCE OF EXPERIENCE		
6. WORK PLAN/PROJECT APPROACH		
7. EVIDENCE OF FINANCIAL STABILITY		
8. PROPOSAL SUBMISSION FORM		
9. OTHER REQUIRED SUBMISSION DOCUMENTS		
• Evaluation form (<i>provided within</i>)		
• Business Registration Certificate		
• Affirmative Action Documents (<i>provided within</i>)		
• Section 3 Opportunity Plan Schedule D (<i>provided within</i>)		
• Affidavit of Non-Collusion (<i>provided within</i>)		
• Affidavit of Non-Default (<i>provided within</i>)		
• Drug Free Work Place Certification (<i>provided within</i>)		
• Debarment Statement		
• Liens, Suits and Judgments		
• Form HUD 5369-C (<i>download</i>)		
• Form HUD 2530 Previous Participation Certification (<i>download</i>)		
• Form HUD 50071 Certification of Payments to Influence Federal Transactions		

EVALUATION FORM

Description of Work: **RFP #13-S-016 BANKING AND RELATED SERVICES**

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FACSIMILE #: _____

CONTACT PERSON: _____

All proposals will be evaluated in accordance with the evaluation criteria provided below.

EVALUATION CRITERIA	MAX POINTS
Qualifications per Sections 4.1, 4.3, 4.4, and 4.8	5
Previous Experience and Past Performance per Sections 4.5 and 4.6	25
Technical Components per Sections 4.7 and 4.10	15
Account Management per Section 4.9	40
Community Investment; Affirmative Action (Overall)	15
MAXIMUM AVAILABLE POINTS	100

The NHA will make an award to the responsible Respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e., that which represents the best overall value to the NHA), cost or price and other factors considered.

Sworn to and subscribed before me this ____ day

of _____, 2013

(Affiant)

Notary Public

(Print name & title of affiant)

*****NON-CURABLE ITEM*****

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with RFP Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Sworn to and subscribed before me this ____ day
of _____, 2013

(Affiant)

Notary Public

(Print name & title of affiant)

*****NON-CURABLE ITEM*****

SUB-CONTRACTOR LISTING

Please list the names of all sub-contractor to be used in the provision of services. (Add additional sheets where necessary). The attached sub-contractor certification form must be completed for each firm listed.

All sub-contractors designated by the respondent shall be capable of performing the services and must have adequate financial resources and experience to perform the services specified. Information regarding the experience and qualifications of the designated sub-contractors shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant work performed by the sub-contractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

_____ **The Respondent firm will not use sub-contractors.**

THIS FORM TO BE SIGNED AND SUBMITTED BY THE RESPONDENT FIRM

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

*****NON-CURABLE ITEM*****

SUB-CONTRACTOR CERTIFICATION FORM

All subs designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-contractor shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant services provided by the sub-contractor within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-contractor been engaged in this particular field? ____ years.

Sub-contractor
Firm Name

Address

Contact Person

Telephone #

Email

State License #

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUB-CONTRACTOR

Name of Sub-Contractor Firm

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

Provide a list of relevant contracts (identify company or firm name) completed by sub-contractor within the last two (2) years.

**DO NOT INCLUDE WORK WITH THE NEWARK HOUSING AUTHORITY.
(This form may be duplicated.)**

1.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
2.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
3.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
4.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
5.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	

*****NON-CURABLE ITEM*****

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATIONS

The undersigned hereby acknowledges issuance and receipt of the following addenda and/or clarifications:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda/clarifications were received.**

Acknowledged for: _____
(Name of Respondent Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

**NOTE: THIS DOCUMENT MUST BE COMPLETED WHETHER OR NOT AN
ADDENDA/CLARIFICATION WAS ISSUED.**

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

PROPOSAL SUBMISSION FORM

**RFP #13-S-016
BANKING AND RELATED SERVICES**

Respondents shall provide the aggregate fees/fee estimate in the space provided below, accompanied by a detailed fee proposal document as requested Part I, Section 4.10.3 herein. The fees contained in the detailed fee proposal must tie out to the aggregate fees/fee estimate presented hereon.

FEES/FEE ESTIMATE – CONTRACT BASE PERIOD \$ _____

FEES/ FEE ESTIMATE – OPTION PERIOD #1 \$ _____

FEES/FEE ESTIMATE – OPTION PERIOD #2 \$ _____

GRAND TOTAL – MAXIMUM CONTRACT TERM (3 YEARS) \$ _____

Add the aggregate fee amounts for each contract period to derive the grand total, as shown:

(Contract Base Period + Option Period #1 + Option Period #2) = Grand Total

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

I have read and understood the requirements of this RFP and agree to provide the required services in accordance with this solicitation and all attachments, exhibits, etc.

Authorized Company Representative's Name/Title Printed:

Signature: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**Section 3 Utilization Plan
SCHEDULE D**

NAME OF PRIME CONTRACTOR:

TITLE OF IFB/RFP: _____

IFB/RFP#: _____

CONTRACT #: _____

**THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION AND NON-CONSTRUCTION
BID/PROPOSAL SUBMISSIONS**

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as evidence of its good faith commitment to comply with all provisions of HUD Section 3 as implemented by the Newark Housing Authority.

The Contractor hereby agrees to complete and execute a Section 3 Utilization Plan, acceptable to Newark Housing Authority, upon contract award. The Contractor understands and further agrees that the issuance of a Notice to Proceed in connection with the work subject to the awarded contract shall be contingent upon execution of Contractor's Section 3 Utilization Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in the Utilization Plan on a monthly basis throughout the contract period. The monthly status report shall be submitted at the time payment is being requested. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide in order to meet the Section 3 goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires _____

ENTERPRISE PARTICIPATION

That I am the party making the foregoing proposal or bid and will comply with the requirements of the Minority Business Enterprise Participation Program of the Housing Authority of the City of Newark, and that if awarded a contract the intends to acquire the percentages of goods and service stated below minority business enterprises:

Name, Address & Phone No. of	Percent of Bid
------------------------------	----------------

Minority Business EnterpriseDollar ValueProduct or Service[illegible]

I understand that nothing herein obligates the Housing Authority of the City of Newark to approve of said Minority Business Enterprise as a supplier or subcontractor for the goods and services stated; and that the Authority may require this firm to substitute other suppliers or subcontractors in place of those specified. In addition, I understand that nothing herein gives any Minority Business Enterprise an enforceable right against the Housing Authority of the City of Newark.

FIRM NAME

AUTHORIZED SIGNATOR

DATE _____

TITLE

Sworn to and subscribed before me this _____ day of _____, 2013.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____:

COUNTY OF _____:

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said Bid are true.

2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a bidder on the basis of a lack of responsibility. If bidder has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

STATE OF _____: _____
COUNTY OF _____: _____

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the period beginning 10 years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.)
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Newark or the Newark Housing Authority from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this proposal.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
11. I am not an officer or employee or commissioner of the Newark Housing Authority who is prohibited or limited by law from contracting with the NHA.

12. For the period beginning 5 years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.
13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances, which I think, helps to qualify me as a responsible Principal for participation in this project.

FIRM NAME

AUTHORIZED SIGNATOR

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2013.

Notary Public

DRUG-FREE WORK-PLACE CERTIFICATION

DRUG-FREE WORK-PLACE ACT OF 1988

41 U.S.C. 701, et seq.

54 FED. REG. 4946, et seq.

The undersigned hereby certifies that he/she will provide a drug-free work-place by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Respondent's work-place and specifying the actions that will be taken against employees for violation of such prohibition;

1. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place;
 - b. The Respondent's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employee for violations occurring in the work place;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a):
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the Respondent of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction;
4. Notify the Newark Housing Authority ("NHA") within ten (10) days after receiving notice under Subparagraph (d) (2) from an employee, or otherwise receiving actual notice, of such conviction;
5. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph (d) (2), with respect to any employee who is so convicted;
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

7. Respondent is presently working at the following NHA Sites: _____; or () none.

FIRM NAME

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

Certified Statement Of
Non-Debarment
Provide Notarized Statement
On Company Letterhead

Certified Statement

Liens, Suits, Judgments

**Provide Notarized Statement
On Company Letterhead**

Joint Venture Agreement
(If Applicable)

**Previous Participation Certification
FORM HUD 2530**

This form must be downloaded for review, completed, and submitted with your proposal response.

<http://www.hud.gov/offices/adm/hudclips/forms/files/2530.pdf>

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
(NON-CONSTRUCTION CONTRACT)
Form HUD 5369-C**

This form must be downloaded for review, completed and submitted with your proposal response.

http://www.nchh.org/Portals/0/Exhibit_7_Form_5369-C.pdf

**CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS
Form HUD 50071**

This form must be downloaded for review, completed and submitted with your proposal response.

<http://www.hud.gov/offices/adm/hudclips/forms/files/50071.pdf>