

REQUEST FOR PROPOSALS (RFP)
BANKING SERVICES
(Including Treasury Management Services
and Portfolio Investment Services

RFP# 2023.09.2

New Bern Housing Authority (NBHA)



Serving

The City of New Bern, NC

1307 Tatum Drive
New Bern NC 28560
www.newbemha.org

Available: Monday, September 25, 2023

Deadline: 3:00 PM EST on Thursday, November 9, 2023



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Exhibit Current Banking Activity

A Exhibit NBHA Site Addresses

B

Proposal Form Fixed

Attachment A Fee Schedule

Attachment B Profile of Firm Form

Attachment C HA Instructions to Offerors for Service Contracts

Attachment D Instructions to Offerors, Non-Construction (Form HUD-5369-B)

Attachment E Sample Contract Form

Attachment F General Depository Agreement- (Form HUD-51999) Go to

Attachment G https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11717.pdf

Attachment H General Conditions for Non-Construction Contracts Section I (Form HUD-5370-C)

Additional Forms/Certifications Required for Submission:

Corporate or Partnership Certificate

INTRODUCTION

The NEW BERN HOUSING AUTHORITY (hereinafter, "NBHA") is a public entity that was formed to provide Federally subsidized housing and housing assistance to low-income families **within** the New Bern area. NBHA is headed by an executive director and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and NBHA 's procurement policy.

NBHA is a local housing authority that provides public housing for low-income families. NBHA currently owns and manages 218 apartment units (Trent Court) as well as eight story 106 apartment Senior Voucher units (New Bern Towers). NBHA employees up to 5 maintenance workers including the Maintenance Supervisor. NBHA employs up to 15 employees in total.

In keeping with its mandate to provide efficient and effective services, NBHA is now soliciting proposals from qualified, licensed, and insured banking institutions to provide full-service Banking Services, including treasury management services and portfolio investment services. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments and addenda in their entirety.

RFP INFORMATION AT A GLANCE

NBHA CONTACT PERSONS

Dee Meadows, Procurement Officer
Telephone: 252-633-0800 ext. 220,
Email: dmeadows@newbernha.org
1307 Tatum Drive
New Bern, NC 28563

**HOW TO OBTAIN THE RFP DOCUMENTS
ON THE APPLICABLE INTERNET SITE**

Access www.newbernha.org.
Click on "About Us" at the top.
Click on the RFP link for this solicitation.
If you have any problems in accessing the RFP on the website,
please call **Dee Meadows @ 252-633-0800 ext. 220.**

**HOW TO FULLY RESPOND TO THIS
RFP BY SUBMITTING A PROPOSAL**

As instructed within Section 5.0 of the RFP document, submit
Original + 3 copies of your "hard copy" proposal to the NBHA
Procurement Department.

PROPOSAL SUBMITTAL DEADLINE

Due: Thursday, November 9, 2023

The "hard copy" proposal must be received in-hand time-
stamped by the NBHA no later than 3:00 pm on this date.

**ANTICIPATED APPROVAL BY NBHA
BOARD OF COMMISSIONERS**

Monday, December 18, 2023

1.0 BACKGROUND INFORMATION

NBHA is seeking proposals from qualified banking institutions to provide treasury management services, including portfolio investment services. All qualified banking institutions will be considered. Proposals may only be submitted by banking institutions that are Federal or State of North Carolina chartered.

1.1.1 Overview of NBHA Treasury Management Requirements:

1.1.1.1 Accounts:

NBHA maintains 9 bank accounts. Only about three of these accounts record any significant monthly activity:

Accounts	Deposits	ACH	Checks
NBT General Fund	19	0	21
ACH Rent Payments	13	0	0
TC General Fund	25	10	64
Total	57	10	85

The numbers in the chart above are a 12-month average of the activity in these accounts. The General Funds are used primarily for site deposits and the U.S. Department of Housing and Urban Development (HUD) Automated Clearing House (ACH) deposits. Trent Court General Fund is used to process all of our intercompany payable deposits monthly and our payroll processing semi-monthly.

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The Payroll funds must be available on the Thursday morning prior to the Friday pay date. The Respondent must specify how many days and what the cutoff is prior to the day of deposit the Respondent requires the direct deposit information.

Daily balance reporting must be available on all accounts. Monthly bank statements for each account and a monthly consolidated account analysis should be provided.

NBHA may have certain other accounts which, due to lease or loan agreements, must remain at a specified financial institution. These accounts will not be transferred as a part of this proposal.

The balance must be fully collateralized at all times with specific and identifiable U.S. Government or Agency securities. The Collateral must be owned by the bank and should be in the possession of an independent custodian, which will hold the securities on behalf of NBHA as a bailee (evidenced by a safekeeping receipt and a written bailment for hire contract). An interest in a securities pool or fund will not satisfy this requirement.

1.1.1.2 Deposits:

Funds are deposited in the Agency accounts in two principal ways:

During the first part of the month, NBHA's 2 site locations make daily deposits with a remote deposit machine and/or bank teller. There are also miscellaneous deposits as well. These deposits include both cash and checks, with a minimum of cash involved. Deposit slips for each site location and fund must be included.

Funds are wired through the ACH or by electronic funds transfer by the Federal or State Government or by other financial institutions.

1.1.1.3 Other Activity:

The Respondent must provide the ability for automatic withdrawal of payroll taxes by the IRS; i.e., in conjunction with the Electronic Federal Tax Payment System (EFTPS) (biweekly payments).

Additional activity includes stop payment orders, forged check affidavits, and deposited checks or ACH transactions returned for insufficient funds. NBHA requires the ability to handle stop payment orders in-house.

The Respondent must provide a "positive pay" program or equivalent for Section 8 account.

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Some wire transfers (internal) are made between Agency accounts each month. External wire transfers made to the U.S. Treasury or to other financial institutions are also made each month.

All ACH transactions will amount to approximately 1,300 transactions per month.

NBHA is required to invest idle funds in HUD-approved investments per HUD's Financial Management handbook, 7475 .1 REV. NBHA is required to choose from the list of approved financial instruments. HUD determines investment types by considering such factors as safety, yield, liquidity, maturity, amount , and administrative cost. (Reference part 4-3 thru 4-8 of the HUD Financial Management Handbook 7475.1 REV, <http://www.hud.gov/offices/adm/hudclips/handbooks/pihh/74751/index.cfm>.)

NBHA is required by generally accepted accounting principles (GMP) to book the fair market value (FMV) of investments on a quarterly basis. At a minimum, NBHA requires the receipt of quarterly investment portfolio statements listing the FMV of each investment at that point in time in order to meet this requirement.

2.0 NOT APPLICABLE - RELATES TO CONSTRUCTION CONTRACTS ONLY

3.1 SCOPE OF WORK

3.1.1 1 Required Services:

3.1.1.1 In addition to normal services provided for an account, NBHA would expect the following:

1. Electronic transmission to/from a NBHA personal computer, by electronic mail or internet access (preferable), of the following items:
 - a) Daily reports on balances in each account.
 - b) Daily debit and credit transactions for each account.
 - c) Inquiry of status of checks.
 - d) Requests and confirmation of stop payments.
 - e) Transfer funds between agency accounts.
 - f) Transfer funds to other financial institutions.
 - g) Direct deposit of payroll. ACH credits should be scheduled to appear on the payees' accounts on the morning of the payroll date. NBHA software must be able to interface with bank ACH software.
 - h) ACH credits should be scheduled to appear on the payees' account by the first working day of each month. NBHA software must be able to interface with bank ACH software.

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- i) Other various payments or receipts through ACH such as tax payments, receipt of rent or fee payments, and accounts payable payments.
 - j) Account reconciliation file or product for reconciling all the accounts.
 - k) View and print paid checks and deposits.
2. Acknowledgment of all ACH transfers on the date received. Advice narrative provided by remitter should be provided no later than the next business day after the night that the ACHs are posted.
 3. Printed two-part encoded deposit slips for each account, including individualized deposit slips for the General Fund for each of the development offices (i.e., separate slips identifying and encoded by development number)
 4. Check endorsement stamps (self-inking) for each development office.
 5. Same day processing of stop payment orders made by phone or electronic transmission.
- 3.0.1.2 Prompt delivery of bank statements after the last day of each month (not later than 5 business days), preferably through web interface (internet).
- 3.0.1.3 Bank reconciliation files for all of the accounts within 15 days after end of month.
- 3.0.1.4 Phone notification of discrepancies in deposits (e.g., cash shortages).
- 3.0.1.5 Agreement to honor Agency checks even if the checking account has an insufficient balance, with the understanding that NBHA will transfer sufficient funds on the same day as notified of the shortage.
- 3.0.1.6 Designation of an account manager, who will be a single source of point of contact for problem resolution.
- 3.0.1.7 Ability to make ACH vendor payments.
- 3.0.1.8 Branch offices convenient to our Central Office and site offices and residential developments. (See attached address listing, Exhibit 8.)
- 3.0.1.9 Provide Investing Strategies and maintain investment portfolio that meet HUD guidelines as prescribed. At a minimum, provide monthly reporting of each investment and each new transaction (i.e., investment register) and provide quarterly reporting of the Fair Market Value of each investment.
- 3.0.1.10 Furnish research items within 24 hours.
- 3.0.1.11 No return check charges on any accounts.
- 3.0.1.12 Complimentary services for all wire transfers and cashier's checks.
- 3.0.1.13 Stop payments at no charge.
- 3.0.1.14 Banking institution must meet all federal requirements for collateralization.
- 3.0.1.15 Provide current interest rates, service charges and required reserves for each proposed account.

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3.1.2 Other Services Considered Desirable:

3.1.2.1 There may be other services provided by the bank including check safekeeping options. If so, these should be described so that they can be evaluated in the selection process.

3.0.2.2 Positive pay for fraud.

3.1.3 Fees and Interest:

Please describe the manner in which interest will be computed on Agency Accounts (minimum balances, reserve requirements, interest indices, etc.) and all fees that will be charged. Please indicate interest rates that would be in effect as of Jan 1, 2023. Include also the cost of encoded deposit slips and endorsement stamps. A spreadsheet is attached reflecting the account analysis items and typical activity levels which we are currently experiencing. See Exhibit A.

3.1.4 Proposed Account Configuration:

NBHA requests from Respondent a proposal with the best possible combination of interest rates, account structures and fees to maximize collected balances. (NOTE: This information is for evaluation purposes only and will not be explicitly included in scoring of proposals.

Questions and inquiries regarding the RFP should be submitted to dmeadows@newbernh.org. All questions to be responded to by NBHA should be received no later than five (5) days prior to the date that submissions are due.

4.0 PROPOSAL FORMAT:

4.0.1 Tabbed Proposal Submittal:

The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the HA will, as detailed within the following Section 6.0, consider factors other than just cost in making the award decision).

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[Table No. 3]

RFQ Section	Tab No.	Description
4.0.1.1	1	Proposal Form: Attachment A completed
4.0.1.2	2	Fixed Fee Schedule: Attachment B completed; both other applicable fees not listed or alternate pricing structure shall be submitted behind the Fixed Fee Schedule
4.0.1.3	3	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> : Attachment C completed
4.0.1.4	4	Profile of Firm: Attachment D completed
4.0.1.5	5	Proposed Services: As more fully detailed within Section 3.0, <i>Scope of Work</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab, documentation showing:
4.0.1.5.1		As detailed within Section 6.0.2 .1, the proposer's PROVEN TREASURY MANAGEMENT EXPERIENCE WITH SIMILAR ENTITIES, including: a brief summary of its relationship with NBHA; a listing and summary of current relationships (or within the last 3 years) with similar size entities or public agencies (Company name, contact person and phone number, e-mail address, dates of services); organizational chart; profiles of all principals and staff anticipated to handle NBHA accounts; business plan; and facilities
4.0.1.5.2		As detailed within Section 6.0.2.3, the proposer's COMPENSATING BALANCE METHODOLOGY, including the underlying factors that determine the compensating balance requirements and the interest rate(s) proposed for excess balances that earn interest
4.0.1.5.3		As detailed within Section 6.0.2.4, the proposer's BANKING LOCATIONS/NUMBER OF NEW BERN BRANCHES, their hours of operation and proximity to NBHA offices and residential developments
4.0.1.5.4		As detailed within Section 6.0.2.5, the proposer's REPUTATION/FINANCIAL STRENGTH OF INSTITUTION
4.0.1.5.5		As detailed within Section 6.0.2.6, the proposer's PROVISION FOR ANCILLARY SERVICES, including what levels of support proposer will provide to facilitate NBHA's changeover to a new financial institution
4.0.1.5 .9		A complete description of the products and services the firm provides

4.0.1.9 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO

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4.0.2 Fixed Fee Schedule:

All requested fees shall be entered on the Fixed Fee Schedule (Attachment B) and submitted under Tab 2 as directed above. The proposer shall multiply the quantities given by the Unit Costs to arrive at the Extended Costs and then provide the two requested Totals. The ensuing totals shall be used to assign evaluation points for Cost of Services as explained under Section 6.0.2.2. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying, etc. Proposer should list any other applicable fees not listed on a separate sheet attached to Fixed Fee Schedule. Proposer shall also provide any alternate pricing structure as a separate attachment behind the Fee Schedule.

4.0.3 Proposal Submission:

Electronic submission are preferable but if desired Paper copies can be sent to :

ATTN: Procurement Dept.
New Bern Housing Authority
1307 Tatum Drive
New Bern, NC 28562
dmeadows@newbernha.org

4.0.3.2 Submission Responsibilities:

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/ her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the HA PO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

4.0.4 Recap of Attachments:

It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included by reference as a part of this RFP:

[Table No. 3]

RFQ Section	Attachment	Attachment Description
5.1.4.1	A	Proposal Form
5.1.4.2	B	Fixed Fee Schedule
5.1.4.3	C	Profile of Firm Form

5.1 QUALIFICATION CRITERIA AND EVALUATION PROCESS FOR PROFESSIONAL SERVICES

To be acceptable and eligible for evaluation, offers must contain all information requested and shall be in sufficient form and detail to enable a comprehensive understanding and analysis. Prior to evaluation Contracting Officer or his/ her designee will review proposals to determine compliance with preparation instructions, terms and conditions, and other administrative conditions. Failure to comply may cause a proposal to be rejected without further consideration. Any award resulting from this solicitation will be made to the Offeror(s) whose offer(s) is(are) determined to be the most advantageous to NBHA. Pursuant to evaluation procedures, NBHA may investigate the qualifications and facilities of an Offerer, including an inspection of the Offerer's offices and distribution facilities. By submitting an offer, the Offerer hereby agrees that NBHA may perform a: (1) survey or visit to the Offerer's facilities and (2) pre-award cost audit. NBHA may make an award without discussion or after limited discussions or negotiations. It is therefore emphasized that all offers should be submitted with the most favorable terms to NBHA that the Offerer can provide. However, offers should not be unnecessarily voluminous and elaborate. The Offerer's ability to communicate clearly and succinctly and to organize its submittal using the same order and format as this solicitation will be a positive factor in evaluation.

5.1.1 Evaluation Process

After submittal of initial offers, and Evaluation Team will evaluate the proposals and a score from zero (0) up to the maximum value for each section will be assigned based on the information furnished and site visits, if conducted. A maximum score will denote excellence and a score of zero (0) will denote unacceptable. A total score will then be computed for each proposal by adding the score of each section, cost and technical, and a competitive range will be established. Evaluation of conformance, subjective technical factors, and total evaluated price will be considered in establishing the competitive range.

Offers considered in the competitive range will be further evaluated on their financial condition and strength to support NBHA's requirements. This evaluation will be done on a pass/fail basis. Offers which, in NBHA's sole judgment do not have the financial

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capabilities to support NBHA's requirements will be removed from the competitive range and will not be considered for award. Offerers shall submit the following information:

A short company history including sales/growth profile and past three years' annual reports including financial statements. If the Offerer is a joint venture, partnership, wholly owned subsidiary, or consortium, the Offerer shall describe the financial structure and inter-organizational arrangement relating to the offer and provide financial information requested above for each company. The Offerer shall also include details as to any discussions, formal or informal, currently taking place as to the possible change of company ownership.

NBHA will, if necessary, conduct negotiations with Offerers in the competitive range and request best and final offers at the conclusion of negotiations. NBHA may award without discussion or negotiation, based on initial proposals submitted by Offerers, if it is determined that acceptance of the most favorable initial proposal would result in the lowest overall cost to NBHA at a fair and reasonable price.

5.1.2 Evaluation Criteria

Evaluation will be based upon each Offerer's capability to provide quality banking services and the total cost to NBHA. Evaluation will include the criteria listed below and is listed from most to least important; however, the relative importance between the criteria may be minimal.

- 5.0.2.1 Proven Treasury Management Experience With Similar Entities (Up to 25 Points): This in a treasury management service environment. The Offerer shall provide: 1) a listing and brief summary of their current (or within the last three years) relationships with similar size entities or public agencies, including the company name, contact person and phone number, e-mail address, and dates of service; 2) a listing of Offerer's staff (with biographical sketch/ resume) anticipated to be assigned to the NBHA account; and 3) the Offerer's organizational chart. These items will be used to evaluate Offerer's business plan for providing coordinated banking services.
- 5.0.2.2 Competitiveness of Fee Schedule (Up to 25 Points): The total prices on the Fixed Fee Schedule (Attachment B) of each proposal will be compared and the lowest total price will be assigned the maximum points. The other proposals will be assigned fewer points based on the percent difference between their prices and the low price.
- 5.0.2.3 Compensating Balance Methodology (Up to 20 Points): NBHA will evaluate proposals based upon the underlying factors that determine the compensating balance requirements as well as the overall competitiveness of the interest rate(s) proposed for those excess balances that earn interest.
- 5.0.2.4 Banking Locations/Number of New Bern Branches (Up to 15 Points): NBHA will evaluate proposals; to determine the Offerer's proximity to our offices and residential developments (See Attachment C for listing of NBHA's offices and developments).

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5.1.2.5 Reputation/Financial Strength of Institution (Up to 10 Points).

5.1.2.6 Provision for Ancillary Services (Up to 5 Points): NBHA will evaluate proposals to determine what levels of support, if any, that a financial institution will provide with regard to staffing or other means to facilitate changeover to a new financial institution.

6.0 CONTRACT AWARD

Contract award(s) will be made on the basis of the most advantageous proposal(s) to NBHA as determined by evaluating proposals in accordance with the Evaluation Process. The determination of the criteria and process whereby submissions are evaluated shall be at the sole and absolute discretion of the Evaluation Committee. The proposal(s) from a responsible Offerer which is the most advantageous to NBHA and which satisfactorily meets the solicitation requirements shall be recommended for award(s). The most advantageous offer(s) will be the proposal(s) with the best combination of technical merit and price. NBHA reserves the right to determine whether a differential between offers represents any actual significant difference in technical merit. If it is determined that there is not a significant difference in technical merit, NBHA reserves the right to make an award solely on price.

The Authority retains the right to reject any and all proposals or to award a contract for performance of the contract service or portion thereof to the Respondent whose proposal or portion thereof is deemed most advantageous to the Authority, taking into consideration the evaluation factors set forth above. NBHA further reserves the right to negotiate with the next-highest-ranked Respondent in the event the agency cannot successfully negotiate an agreement with the highest-ranked Respondent.

The determination as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the NBHA Board of Commissioners. NBHA reserves the right to make multiple awards based on a regional concept or make no award as a result of this solicitation. If the Authority elects to award a contract, Respondents shall be notified of the Authority's decision and the name of the selected financial institution.

6.0.1 Contract Form and Term:

60.1.1 Term:

This RFP will lead to a relationship between NBHA and the banking institution for a period up to five (5) years. Upon acceptance of a proposal by NBHA and its Board of Commissioners, work under this Agreement is estimated to begin during the month of _____

6.1.1.2 Additional F o r m s (Attachment D):

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The Contract Form (NBHA reserves the right to amend this form as the HA deems necessary) and General Depository Agreement (, form HUD-51999) will be executed by NBHA and the financial institution. Form HUD-5370-C, General Conditions for Non-- Construction Contracts, Section I (With or Without Maintenance Work) (HUD-5370-C) _ These are also a part of the contract along with all other Mandatory Clauses, the complete RFP and addenda, and the Respondent's complete submittal. By submitting a proposal the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form and general conditions. However, NBHA will consider any contract clauses that the proposer wishes to include therein, but the failure of NBHA to include such clauses does not give the successful proposer the right to refuse to execute NBHA's contract form. It is the responsibility of each prospective proposer to notify NBHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. NBHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by NBHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

- 6.1.1.3 Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

7.1 GENERAL TERMS AND CONDITIONS

7.1.1 Acceptance:

Respondent's submission in response to this RFP shall constitute acceptance by the Respondent of the terms and conditions of the RFP.

7.1.2 No Warranty:

Respondents are required to examine the RFP, specifications, and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made a full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, or instructions.

7.1.3 Expenses Incurred:

All expenses incurred in the preparation and submission in response to the RFP shall be borne by the Respondent.

7.1.4 Compliance with Applicable Rules and Regulations:

The Respondent agrees to comply with relevant and applicable Federal, State, and local laws and regulations and that they are not excluded from Federal Procurement programs. The offerer must state his compliance with terms of the RFP.

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The Offeror must demonstrate that the proposal meets all applicable rules, regulations, zoning, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential proposer to determine the applicability of any rule, regulation, or other requirement.

The Respondent must be insured by the Federal Deposit Insurance Corporation (FDIC) or equivalent.

The Respondent submitting a proposal assures us that it is in compliance with the Community Reinvestment Act.

The Respondent must have access to the Federal Wire System.

7.1.5 Rules and Regulations:

NBHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all submissions received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of the agency. NBHA further reserves the right to waive any informality in any submissions received if it will be in its best interest to do so. Each firm, by submitting its proposal, waives any claim for liability against NBHA as to loss and costs or expenses which may be incurred as a consequence of its response to this document.

7.1.6 Termination:

NBHA shall have the right to terminate the Agreement at any time. NBHA reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the financial institution. Payment to the financial institution shall be made for work performed prior to receipt of the termination notice, together with the financial institution's cost for closing down its work, and the financial institution shall have no claim for loss of anticipated profits or any additional compensation.

7.1.7 Breach of Agreement:

If the financial institution fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, NBHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State, or Local laws or regulations. Notwithstanding the above, the financial institution shall not be relieved of its liability to NBHA for damages sustained by virtue of any breach by the financial institution.

7.1.8 Modification of Agreement:

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The Offeror must demonstrate that the proposal meets all applicable rules, regulations, zoning, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential proposer to determine the applicability of any rule, regulation, or other requirement.

The Respondent must be insured by the Federal Deposit Insurance Corporation (FDIC) or equivalent.

The Respondent submitting a proposal assures us that it is in compliance with the Community Reinvestment Act.

The Respondent must have access to the Federal Wire System.

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7.1.6 Termination:

NBHA shall have the right to terminate the Agreement at any time. NBHA reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the financial institution. Payment to the financial institution shall be made for work performed prior to receipt of the termination notice, together with the financial institution's cost for closing down its work, and the financial institution shall have no claim for loss of anticipated profits or any additional compensation.

7.1.7 Breach of Agreement:

If the financial institution fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, NBHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State, or Local laws or regulations. Notwithstanding the above, the financial institution shall not be relieved of its liability to NBHA for damages sustained by virtue of any breach by the financial institution.

7.1.8 Modification of Agreement:

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Such Agreement may be modified only by written amendment executed by all parties.

7.1.9 Complete and Accurate Submission:

The Respondent's failure to provide accurate information in response to this RFP shall disqualify the Respondent from further participation in the selection process. A submission may be corrected, modified or withdrawn, provided that the correction, modification or request for withdrawal is made by the Respondent in writing and is received by the NBHA's Procurement Officer prior to the date and time designated in the RFP for receipt of submissions. After such date and time the Respondent may not change any provision of its submission in a manner prejudicial to the interests of the NBHA or fair competition.

7.1.10 Partnerships/ Joint Ventures:

Such agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this.

7.1.11 Waiver:

No waiver of any provision of such Agreement shall affect the right of SHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.1.12 Gratuities and Kickbacks:

7.1.12.1 Gratuities. It shall be a breach of ethical standards for any person to offer, </i>e or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

7.1.12.2 Kickback. It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

7.0.13 Indemnification:

The financial institution agrees to indemnify, hold harmless, and defend the New Bern Housing Authority, its Commissioners, employees, officers and agents, from and against all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incident thereto (including, but not limited to the cost of defense, settlement, judgment , and reasonable attorney's fees), which New Bern Housing Authority may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or property damage to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders for work done pursuant to the terms of this agreement, except liability for personal injury, property damage and/or loss of life or property caused by the sole negligence of the New Bern Housing Authority. Nothing contained herein shall waive any privileges or immunities set forth under the North Carolina Governmental Tort Liability Act.

7.1.14 Assignment - Consent Required:

The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the financial institution hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of NBHA. Any such assignment transfer or subcontract shall not release the financial institution from its obligation hereunder. Any approved assignee shall assume each and every obligation of the financial institution hereunder and NBHA may contract with or reimburse any such assignee without waiving any of its rights against the financial institution.

7.1.15 Entire Agreement:

Such Agreement, including the complete RFP and Respondent's complete response to that RFP and all exhibits and attachments thereto, shall set forth the entire Agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

7.1.16 Force Majeure:

No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

8.1 MISCELLANEOUS PROVISIONS

The Contractor and NBHA mutually agree as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

- 8.1.1 Ownership of Documents. All data prepared or obtained under this Agreement shall be made available, upon request, to NBHA without restriction or limitation on their use.
- 8.1.2 Personnel. The financial institution represents that he/ she has or will secure at his/ her own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with NBHA.
- 8.1.3 Interest of Other Local Public Officials. No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in their Agreement.
- 8.1.4 Access to Records. The financial institution shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with GAAS and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

9.0 **EQUAL EMPLOYMENT OPPORTUNITY**

The Offeror shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/ her race, creed, color, national origin, age or gender or physical handicap, and that it has not been convicted of violating Metropolitan Code of LcMts, Section 2-1-112 through 2-1-114, within the immediate preceding six (6) month period.

EXHIBIT B - NBHA SITE ADDRESSES

#	Project Number	Project Name	Units		
1	NC005000001	Trent Court	218	837 S. Front Street	New Bern
2	NC190011058	New Bern Towers	108	1125 Walt Bellamy Drive	New Bern
TOTAL			326		

PROPOSAL FORM

Attachment A

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" proposal submittal.)

Instructions: Respondents to the NBHA Request for Proposals (RFP) for Banking Services, Solicitation No. 2016-3, must complete and submit this Proposal Form. Offerors not using this form to respond will not be considered. An original (so marked) and two (2) copies of this form and all items listed below must be completed and included in the proposal submittal. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the offeror.

The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures and so marked)</i>
Tab 1	Proposal Form (Attachment A)
Tab 2	Fixed Fee Schedule (Attachment B)
Tab 3	Profile of Firm Form (Attachment C)
Tab4	Contract Form
Tab 5	Required Certifications (See Section 5.0.4.10)
Tab6	Other Information the proposer wants to include for Evaluation

(Offeror)

(Street Address)

(City/ State/ Zip)

(Telephone/FAX)

(E-Mail Address)

(State License No.)

(Federal I.D. and/or SSN)

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2, BANKING SERVICES

The above offerer is an: () Individual () Corporation () Partnership () Joint Venture consisting of-----
-----" () licensed to do business in the State where project is located.

ADDENDA (Offerer acknowledges receipt of the following Addenda):

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. Proposals must be valid for a period of at least 60 days.

In submitting this proposal, it is understood that the right is reserved by the I-IA to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award" or "Intent to Award."

NBHA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

PROPOSAL FEES

Enter proposal fees on Fixed Fee Schedule as directed in Section 5.0.2. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices or hours not realistic for the work.

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES_ or NO__ . If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submittal under Tab No. 6, which priority are you claiming?

OFFEROR'S STATEMENT/ACCEPTANCE OF NBHA TERMS AND CONDITIONS

The undersigned offerer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the I-IA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal, and by entering and submitting the costs where provided, the undersigned offerer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted website, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

Documents, this Proposal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the I-IA with the services described herein for the fee(s) entered on the FDCed Fee Schedule.

PERSON AUTHORIZED TO SIGN OFFER- Name and title (print or type)

Signature: _____

Date: _____

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

1----- PR O F I L E O F F I R M

1

- (1) Prime Sub-contractor (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Permanent Main Office Street Address, City, State, Zip: _____

- (4) Year Firm Established: _____
- (5) If a corporation, where incorporated: _____
- (6) Former Name and Year Established (if applicable): _____
- (7) Name of Parent Company and Date Acquired (if applicable): _____

(8) Identify Principals/ Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

&m	mm	% OF OWNERSHIP

(9) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

&Is	iiim

(10) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____ %
 Public-Held Corporation _____ %
 Government Agency _____ %
 Non-Profit Organization _____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-Owned* _____ %
 African American _____ %
 Native American _____ %
 Hispanic American _____ %
 Asian/ Pacific American _____ %
 Hasidic Jew _____ %
 Asian/Indian American _____ %

Woman-Owned (MBE) _____ %
 Woman-Owned (Caucasian) _____ %
 Disabled Veteran _____ %
 Other (Specify): _____ %

WMBE Certification Number: _____
 Certified by (Agency): _____

(NOTE: A Certification Number Not Required To Bid- Enter If Available)

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2, BANKING SERVICES

- (11) Federal Tax ID No.: _____
- (12) [APPROPRIATE JURISDICTION] Business License No.: _____
- (13) State of _____ License Type and No.: _____
- (14) Workers Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (15) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (16) **Professional liability Insurance Carrier: -----**
Policy No. _____ Expiration Date: _____
- (17) Credit available: \$ _____
- (18) Give bank reference: _____
- (19) Provide your Dun & Bradstreet D-U-N-S number if you have one: _____
- (20) Will you, upon request, fill out a detailed financial statement and furnish other information that may be required by the Spartanburg Housing Authority? _____
- (21) Debarred Statement: Has this firm or any principal(s) ever been debarred from providing *all* services by the Federal Government, any state government, the State of North Carolina, or any local government agency within or without the State of North Carolina? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (22) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (23) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity 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, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (24) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.
- (25) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Spartanburg Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature

Date

Printed Name

Company

NEW BERN HOUSING AUTHORITY

INSTRUCTIONS TO OFFEROR FOR SERVICE CONTRACTS

I. PROPOSAL FORMS

- A. All proposals must be submitted on forms furnished by the New Bern Housing Authority (NBHA). The original proposal must be signed.
- B. Proposal forms shall be sealed in an envelope which shall be clearly labeled with the words "Proposal Documents," and shows the solicitation number, name of offeror, and date and time proposals are due.

II. INTERPRETATIONS

No oral interpretation will be made to any offerer. Every request for interpretation shall be made in writing and any inquiry received seven (7) or more days prior to the date fixed for receiving proposals will be given consideration. Interpretations will be in the form of addenda, which will be on file in the office of NBHA at least seven (7) days prior to the submission date. In addition, addenda will be mailed to each offerer of record, but it shall be the offerer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all offers shall be bound by such addenda, whether or not received by the offerers.

III. NONCOLLUSION AFFIDAVIT

Each proposer submitting an offer for any portion of the work contemplated by the proposal documents shall execute an affidavit, in the form provided by NBHA to the effect that it has not colluded with any other person, firm or corporation in regard to any offer submitted. Such affidavit shall be attached to the proposal.

IV. OFFEROR'S EXPERIENCE

Before an offer is considered for award, the offerer may be requested by NBHA to submit a statement regarding any previous experience in performing comparable work, its business and technical organization, and financial resources.

V. TIME FOR RECEIVING OFFERS

- A. All offers received prior to the submission deadline date and time will be securely kept and unopened until such time as is determined for opening of proposals. They will not be opened publicly. No proposal received thereafter will be considered except when a proposal arrives by mail after the time fixed for submission, prior to award, and is shown to the satisfaction of the officer authorized to make the award that the tardiness was due solely to delay in the mail for which the offeror was not responsible. No responsibility will attach to NBHA or its employees for the premature opening of a proposal not properly

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2, BANKING SERVICES

addressed and identified. Unless specifically authorized, telegraphic offers will not be considered, but modification by telegraph of proposals already submitted will be considered if received prior to the date and time for submission and written confirmation of such modification over the signature of the offeror is placed in the mail and postmarked prior to the proposal opening.

- B. Offerors are cautioned that, while telegraphic modifications of offerors may be received as provided above, such modifications, if not explicit and if in any way subject to misinterpretation, shall make the offer so modified or amended subject to rejection.

VI. OPENING OF OFFERS

There will be no public opening of proposals. The HA will open and review all bids in detail after the submission deadline for correctness, completeness, responsiveness, and responsibility. Offers will be available for public inspection only after the award has been completed.

VII. WITHDRAWAL OF OFFERS

Offers may be withdrawn on written or telegraphic request dispatched by the offeror in time for delivery during the normal course of business prior to the submission date, provided written confirmation of any telegraphic withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal submission.

VIII. AWARD OF CONTRACT/REJECTION OF OFFERS

- A. The contract will be awarded to the responsible offeror submitting a proposal complying with the conditions of the Request for Proposals and whose proposal is reasonable and considered to be in the best interest of NBHA. The offeror to whom the award is made will be notified at the earliest practical date. NBHA, however, reserves the right to reject any and all proposals whenever such rejection or waiver is in the best interest of NBHA.
- 8. NBHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on a list of contractors ineligible to receive awards from the United States, as furnished from time to time by the U.S. Department of Housing and Urban Development.
- C. NBHA also reserves the right to reject a proposal of any offeror who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills and otherwise disregarded its obligations to subcontractors, material man, employees, and creditors.

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

CONTRACT AGREEMENT #2023.9.2
between
NEW BERN HOUSING AUTHORITY
and

(Federal ID) #_____

BANKING SERVICES
(TREASURY MANAGEMENT SERVICES
AND PORTFOLIO INVESTMENT SERVICES)

TERM: (Five Years)

THIS AGREEMENT, made this day of _____, 20__, by and between the
New Bern Housing Authority, hereinafter caled "OWNER" and _____ a corporation doing
business as _____, New Bern, NC____ ,
hereinafter called "CONTRACTOR,"

Witnessed : That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the payments and agreements hereinafter to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and perform the services described as follows:

Treasury management services, including portfolio investment services, and financial services.

CONTRACTOR agrees to furnish all services in accordance with the conditions and fees stated in the Request for Proposals (RFP), Fixed Fee Schedule, and entire Proposal Response.

Services pursuant to this Contract shall begin on the ___ day of _____, 20__, and shall end on the ___ day of _____, 20__, unless otherwise extended, modified, terminated, or renewed by the parties hereto.

All notices, reports, and/or invoices submitted to the OWNER by the CONTRACTOR pursuant to this Contract shall be in writing and delivered to the attention of the following person representing the OWNER:

[PERSON, TITLE]
New Bern Housing Authority
[STREET ADDRESS]
(CITY), STATE] [ZIP CODE]
[TELEPHONE]
[FAX NUMBER]

NEW BERN HOUSING AUTHORITY

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

All notices submitted to the CONTRACTOR pursuant to this Contract shall be in writing and mailed to the attention of:

[PERSON, TITLE]
[FIRM NAME]
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE]
[TELEPHONE]
[FAX NUMBER]

The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore, each provision of law and each clause which is required by law to be inserted into this agreement shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein.

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held to be invalid, the remainder of this agreement or the remainder of such provision (as the case may be) and the application thereof to other situations or circumstances shall not be affected thereby.

A waiver of either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained within this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the OWNER in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this assignment. In no event shall OWNER be liable to the CONTRACTOR for any indirect, incidental, consequential, or exemplary damages.

CONTRACTOR agrees to indemnify, hold harmless, and defend the New Bern Housing Authority, its Commissioners, employees, officers and agents, from and against all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorney's fees) , which New Bern Housing Authority may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or property damage to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders for work done pursuant to the terms of this agreement, except liability for personal injury, property damage and/or loss of life or property caused by the sole negligence of the New Bern Housing Authority . Nothing contained herein shall waive any privileges or immunities set forth under the North Carolina Governmental Tort Liability Act.

The following noted documents are attached hereto and are a part of this Contract:

NEW BERN HOUSING AUTHORITY

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2, BANKING SERVICES

1. Form HUD-5370-C (10/2006), General Conditions for Non-Construction Contracts, Section I, Attachment H-1 of the RFP document.
2. Scope of Services as outlined in RFP document and/ or as agreed upon by negotiation between the OWNER and CONTRACTOR.
3. Fixed Fee Schedule submitted by CONTRACTOR in response to the RFP or any negotiated fees that resulted thereto, which fees shall apply to each procurement action that ensues from this Contract.
4. Included by reference is any document or clause issued as part of RFP No. 2023.9.2 that the OWNER may choose to include at any time during the performance of this Contract or any options exercised thereto by the OWNER. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference and a copy of each such document is available from the OWNER upon written request for such from the CONTRACTOR.

IN Witness WHEREOF, the parties to these presents have executed 4 copies of this Contract, counterparts, each of which shall be deemed an original, effective in the year and day first above mentioned.

NEW BERN HOUSING AUTHORITY
Owner

Witness:

BY: _____
Dee Meadows
Contracting Officer

Contractor

Witness:

BY: _____
Name

REQUEST FOR PROPOSALS (RFP) NO. 2023.9.2. BANKING SERVICES

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause / default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.

(d) Any dispute shall be decided by the Contracting Officer.

CORPORATE CERTIFICATE

_____ certify that am the
_____ of the corporation named as Contractor . in the foregoing
proposal; that _____ who signed this proposal on behalf of the
Contractor was then _____ of said corporation; that said proposal was duly
signed for and on behalf of said corporation by authority of its Board of Directors; and is
within the scope of its corporate powers; and that said corporation is organized under the
laws of the State of _____

This _____ **day** _____

Signature

PARTNERSHIP CERTIFICATE

STATE OF _____

COUNTY OF _____

On this _____ day of _____ Before me personally
appeared _____ known to me to be the person who executed the
above instrument, and who, being duly sworn, did depose and say that.

_____ is a _____ in the firm of

_____ and that said firm consists of Affiant and _____

_____ and that Affiant
executed the foregoing instrument on behalf of said firm for the uses and purposes stated
therein, and that no one except the above-named members of the firm have any financial
interest whatsoever in said proposed contract.

(Affiant)

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

Notary Public

My Commission Expires:
