SOLICITATION NUMBER 2019-7008

REQUEST FOR PROPOSALS

FOR

BANKING SERVICES

BY

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1627 Western Avenue
CINCINNATI, OHIO 45214

PROPOSALS ARE DUE AT THE ADDRESS SHOW BELOW
NO LATER THAN

October 8th, 2019 at 11:00 A.M. (LOCAL TIME)

CINCINNATI METROPOLITAN HOUSING AUTHORITY
ATTN: Procurement Officer
1627 Western Avenue
CINCINNATI, OHIO 45214

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP AT THE DESIGNATED OFFICE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY (THE AUTHORITY) ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE AUTHORITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

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INTRODUCTION

The Cincinnati Metropolitan Housing Authority (hereinafter, "CMHA" or "the Authority") is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within Hamilton County, Ohio. The Authority is headed by an Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 and Title 2 of the Code of Federal Regulations (hereinafter, "CFR") and the Authority's procurement policy. The Authority currently has approximately 220 employees.

In keeping with its mandate to provide efficient and effective services, the Authority is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Authority. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE **[Table No. 3]**

CMHA Procurement Director (PO) CMHA Contracting Officer (CO)	**Janell Duncan; janell.duncan@cintimha.com** Reema Ruberg, COO
PRE-PROPOSAL CONFERENCE	As detailed in Section 2.6 Pre-Proposal Conference; **September 25, 2019** at **3:00 PM** (Local Time) **1627 Western Avenue, Cincinnati, OH 45214**
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As instructed within Section 3.3 of the RFP document, submit **1** original "hard copy" proposal along with the fee information in a separate envelope and **1** electronic copy of both the proposal and the fee information.
PROPOSAL SUBMITTAL RETURN & DEADLINE	**October 8, 2019 no later than 11:00 AM** local time to **Cincinnati Metropolitan Housing Authority** **1627 Western Avenue** **Cincinnati, Ohio 45214** *(The "hard copy" proposals must be received in-hand and time-stamped by the Authority no later than 11:00 AM local time on this date).
Questions to be Received/Addendum Posted By	Questions will be received in writing no later than **4:00 PM** local time on **October 1. 2019** by via email at procurement@cintimha.com. Responses to all questions will be posted as an addendum and posted to The Authority website at http://www.cintimha.com/business-opportunities.aspx
Notice of Intent to Submit	It is suggested that interested companies submit a Notice of Intent to Submit a Proposal to procurement@cintimha.com by **4 PM October 3, 2019,** with the subject **"NOTICE OF INTENT."** By indicating your intent to submit a proposal you will receive direct updates and clarifications to the RFP in addition to any addendum posted.

1.0 THE AUTHORITY'S RESERVATION OF RIGHTS:

1.1 The Authority 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 Authority to be in its best interests.

1.2 The Authority reserves the right not to award a contract pursuant to this RFP and issue subsequent RFP's if in the Authority's best interest.

1.3 The Authority reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful proposer(s).

1.4 The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request or the proposal shall be deemed non-responsive.

1.5 The Authority reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the Authority's Procurement Officer (PO).

1.6 The Authority reserves the right to negotiate any fees proposed by all respondents.

1.7 The Authority 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, proposals deemed non-responsive, respondents deemed not responsible, and conditional proposals.

1.8 The Authority shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 The Authority reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Cincinnati Metropolitan Housing Authority.

1.10 The Authority reserves the right to a minimum acceptance period of 90 calendar days. "Acceptance Period" means the number of calendar days available to the Authority for awarding a contract from the date specified in this solicitation for the receipt of proposals.

1.11 The Authority shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Authority's Internet Website (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the PO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): CMHA is seeking proposals from qualified entities to provide Banking Services for Cincinnati Metropolitan Housing Authority, and related services.

2.1 Areas of Service/Definitions: As further detailed herein, the Authority is seeking proposals to provide the following services. The information or work plan proposed by the proposer under Tab No. 4 shall fully detail the proposer's offer pertaining to each of the following, including the submittal of sample forms, if appropriate.

2.1.1 Account Analysis-Credit Adjustment: Periodic bank adjustment for prior account analysis statement (could also be a debit).

2.1.2 ACH Fraud Filter Review Base-Fax: Monthly fee for service that allows the HA to review incoming ACH transactions to determine if they are authorized.

2.1.3 ACH Fraud Filter Stop Base Charge-Fax: Monthly fee for service that stops and returns all incoming ACH transactions.

2.1.4 ACH Mail Service: Mailing of ACH Notification of returns.

2.1.5 Automated Clearing House (ACH): No further description.

2.1.6 Online Account Statements (AS): Within 3 business days of the end of each calendar month, provide to the Authority monthly AS showing overall activity for each of the individual Authority accounts.

2.1.7 Central Depository Account (CDA): Maintain a CDA which shall facilitate the collection of all Authority deposits made into the GFA's. The CDA is a Zero Balance Master Account and the GFA's as sub accounts feeding into the Master.

2.1.8 Checks: Size: 9 ½" 7"; continuous form; three-part NCR; tractor feed micro encoded and numbered in sequential order; no breaks in numbers; check protect paper and endorsement lines on back of check. For any required check returns to the Authority, a photo copy image is acceptable.

2.1.9 Collateral Securities (CS): Collateralize all Authority funds and investments over the FDIC limits pursuant to all applicable State statutes and HUD regulations.

2.1.10 Credits Posted: Fee for Authority deposits (credit, not a debit).

2.1.11 Demand Deposit Account (DDA): Pertains to checking accounts.

2.1.12 **Deposit Tickets (DT):** 8 ¾" x 3 ¼", triplicate NCR, bound 25/book.

2.1.13 **Deposit Slips (DS):** Provide to the Authority standard MICR encoded DS for normal deposits.

2.1.14 **Deposited Checks-Bank Affiliates:** There are instances when checks are deposited that are drawn on affiliated banks in states other than our State.

2.1.15 **Earnings Allowance (EA):** In lieu of paying interest, the bank will calculate an EA on the collected balances in the Authority checking accounts and will apply that amount to the account analysis, which may (and probably will) reduce the monthly bank charges paid by the Authority.

2.1.16 **Extended Storage:** 30 Days: Per Transaction for items viewed on the Internet by the Authority for up to 30 days. 60 Days: Per Transaction for items viewable on the Internet by the Authority for up to 60 days.

2.1.17 **General Fund Accounts (GFA):** Maintain a GFA for all Authority housing programs to facilitate funds received from all Federal and state agencies.

2.1.18 **Images of Checks by CD ROM:** The image of each check cased will be shown front and back (front and back of each check shall count as one image).

2.1.19 **Inter-fund Transfers (IT):** Provide Internet IT between accounts.

2.1.20 **Internet ACH One-day Item:** ACH entries sent to the bank via the Internet with one-day settlement.

2.1.21 **Internet ACH Same-day Item:** ACH entries sent to the bank via the Internet with same-day settlement.

2.1.22 **Internet ACH Two-day Item:** ACH entries sent to the bank via the Internet with two-day settlement.

2.1.23 **Internet Wire transfers Item:** Both domestic and International wire transfers with the same day settlement.

2.1.24 **Investment:** Be able to provide a wide range of investment services. The Authority currently invests excess funds in Federal-type securities only.

2.1.25 **Monthly Account Analysis Reports (MAAR)/ Daily Cash Balance Reports (DCBR):** shall be provided to the Authority via the Internet.

2.1.26 **Notice of Change (NOC):** Must be delivered to the Authority within 1 work day of receipt.

2.1.27 **Operating Assistance Balance Report-Per Call:** The Authority call to the bank for account balance (in lieu of using the Internet).

2.1.28 **Returned Items (RI):** Re-process all returned items once for deposits only.

2.1.29 **Payroll/Direct Deposits:** Payroll direct deposit service provided by another contractor; the Bank shall, at any local branch, honor all Authority payroll checks presented by the payee with proper identification at no charge to the Authority employee.

2.1.30 **Positive Pay:** Prevent fraud by detecting unauthorized or counterfeit checks. Allows the Authority 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.

2.1.31 **Previous Day Subscription:** Information reporting aka balance reporting - monthly fee, per account.

2.1.32 **Proper Check Authorizations (PCA):** Ensure that the proper Authority signature is on any Authority check presented for payment.

2.1.33 **Security Deposit Accounts (SDA):** Maintain SDA's for Authority programs that require such accounts.

2.1.34 **Serial Sort-**Per Item: Send a CD for each checking account containing cancelled checks that will interface with the Authority's accounting systems to facilitate reconciliation. Send with the monthly bank statement.

2.1.35 **Stop Payments (SP):** In a timely and appropriate manner, facilitate all stop payment requests received from the Authority. Must have capability to enter via the Internet.

2.1.36 **Wire Transfers (WT):** Be able to provide WT services and shall guarantee immediate credit on all such transfers upon receipt (next day credit on U.S. Treasury checks).

2.1.37 **Zero Balance Accounts (ZBA):** Maintain 2 accounts payable accounts as ZBA's which are designed to automatically draw from the CDA only those funds required on a daily basis.

2.1.38 **Other Services:** Under Tab #12, submit a full description of any additional services not detailed herein that are available to the

Authority or its employees.

CMHA utilizes prepaid debit cards for tenant utility payments. If you offer such a product, please include a description of your experience with clients such as CMHA's tenants who may not have other banking resources. Include any fees or expenses to CMHA with your product and for the tenants using such cards. There are currently about 5400 cards active. Most are loaded with an average on the 1st of the month, then about 5% are loaded on the 15th. The average load is about $100 per card.

CMHA currently uses lockboxes to receive tenant payments of rent. CMHA sends out a coupon with an OCR scan line which is usually returned with the payment for processing. Please describe any services which you offer including fees to either CMHA or to tenants to receive rent payments.

2.1.39 **Current Accounts:** The Authority currently has the following 17 accounts:

[Table No. 4]

Account Name	Account Description	12 Month Avg. Balance
HCV Admin	**Checking-ZBA**	**$ 1,909,468**
CMHA Operating Account	**Checking-ZBA**	**$ 3,345,523**
FSS		**$ 700,882**
Security Deposit		**$ 908,791**
Lockbox	**Checking-ZBA**	**$ 4,478,512**
Local Initiative	**Checking**	**$ 96,067**
CMHA Campus	**Checking-ZBA**	**$ 199,163**
Special Services PBS	**Checking-ZBA**	**$ 1,758,217**
Section 8 HAP	**Checking**	**$ 1,440,300**
Special Event	**Checking**	**$ 7,639**
CMHA Set side	**Checking**	**$ 6,648,842**
CMHA RAD Baldwin Grove	**Checking**	**$ 18,814**
CMHA CLC	**Checking**	**$ 7**
H.S.A	**Checking**	**$ 42,052**
ARRA	**Checking**	**$ 144,033**
CFFP Debt Service Escrow	**Checking**	**$ 1,536,953**
Medical Reserve	**Checking**	**$ 44,720**
Money Market Investment	**Money Market**	**$ 1,063,682**
	Total	**$25,456,589**

2.2 General Requirements

2.2.1 The successful proposer must provide one system only for all accounts. The Authority must be able to go to the banking Internet system and download all reports and conduct all services, including:

2.2.6.2. Account balances;
2.2.6.3. Items cleared prior day;
2.2.6.4. All transfers completed;
2.2.6.5. Deposits completed;
2.2.6.6. Wires completed.

2.2.2 FDIC Insured: The successful proposer will be required to present proof that it is an FDIC insured institution.

2.2.3 Regulatory Requirements – Contractor(s) shall comply with all applicable federal, state and local laws, regulations, ordinances and codes and obtain any licenses or permits required to provide services under this RFP.

2.2.4 Authority Rights: The Authority reserves the right, if in its best interest to do so, to request a change in products (i.e. brand or type of product) used by the contractor should the product be deficient and/or not in accordance with the Authority's Gold Standards.

2.2.5 Contact Number: The successful proposer shall provide a contact person including name, phone number, and email address. The contact person will respond to issues within twenty-four (24) hours.

2.2.6 Contractor Responsibilities

2.2.6.1. Contractor shall perform national criminal history checks for Ohio, Indiana, and Kentucky, and 10-panel drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to CMHA upon request, at the sole expense of the Contractor. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal background check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual offenses or harm to persons or property shall not be employed to perform work under this RFP or any resulting contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to the Authority's Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale

of alcohol or drugs they will be removed and shall not be allowed to return to any job site on the Authority's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

2.2.6.2. Local union drug testing cards are acceptable as long as the strictest of the requirements of this RFP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.

2.2.6.3. Invoices

- Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order, CMHA shall not be required to pay Contractor for those services or materials.

- All invoices must have a valid PO number.

- All Invoices must include the date of the service in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.

- Contractor is responsible for monitoring the amount of their services charged against the Purchase Order to ensure they do not exceed the Purchase Order amount. Contractor's services shall not exceed the dollar amount in the Purchase Order. If Contractor's services exceed the dollar amount in the Purchase Order, those services shall be considered as working without a Purchase Order.

- All invoices must be submitted within two weeks for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

- CMHA will *not* pay invoices until services are fully completed as scheduled. Contractor shall provide a statement of work and signed receiver indicating the work performed and acknowledging its completion.

- Invoices shall be sent to Finance, 1635 Western Ave., Cincinnati, OH 45214 or accountspayable@cintimha.com.

2.2.6.4. Performance Standards

- For each time the Contractor fails to follow the guidelines in this solicitation the invoice may be reduced by 10%.

- The Finance Director or COO may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

2.3 COMPLETION OF VENDOR REGISTRATION FORM AND W-9 FORM

2.3.1 If the proposer has not previously registered as a vendor with CMHA or if any information has changed, the Vendor Registration Form and W9 (*Attachment J*) must be fully executed and submitted as part of the proposal submittal or prior to the submittal. (If selected for award, these forms are required in order to process purchase orders for payment.) Note that the vendor registration form may be completed electronically.

2.4 ECONOMIC INCLUSION PARTICIPATION

The Authority has, within the terms of its procurement policy, established the following goals with regards to Economic Inclusion and encourages participation by MBE/WBE and Section 3 Business concerns.

- Minority-Owned Business Enterprise:
  - General Construction: 20%
  - Professional Services: 12%
  - Material/Supplies: 5%

- Women-Owned Business Enterprise goal 5%

- Section 3 Business Concerns:
  - Construction Contracts goal 15%
  - Non-Construction Contracts 5%

In furtherance of Section 3 initiatives, 30% of any hiring or training opportunities that are generated through this contract agreement should be provided to Section 3 Residents to the greatest extent feasible.

Within Tab 2, the proposer must complete and submit *Attachment D*, Section 3 forms and any applicable MBE/WBE/SBA certification.

2.5 THE AUTHORITY'S MOTTO AND GOLD PERFORMANCE STANDARDS

In 2012, the Authority implemented its motto "Being an Asset to Hamilton County" in addition to establishing Gold Performance Standards which consist of the principles and

values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

Respect	*Timely*	*Exceptional*	*Initiative*
Excellent	*Quality*	*Accurate*	*Integrity*
Value	*Creativity*	*Accountability*	*Professionalism*

It is the Authority's intent to procure services from a contractor that shares these standards and can clearly demonstrate what they can bring to this project that no other planner can offer. The contractor's proposal and overall presentation will be a direct reflection of their understanding of the Authority's Gold Performance Standards, i.e. quality, creativity and professionalism that the Authority may expect of the contractor as evaluated in the Gold Performance Standard Evaluation Factor in Table 6.

2.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for **September 25, 2019 at 3:00 PM** (local time) at 1627 Western Avenue, Cincinnati, OH 45214. Pursuant to HUD regulations, the pre-proposal conference is not mandatory, but is recommended. Potential proposers planning to attend should notify Procurement at procurement@cintimha.com of their intention to do so by **September 24, 2019, no later than 12:00 Noon.**

As stated in section 2.7 of the RFP, all questions regarding the RFP and requirements must be submitted in writing to the PO and will be answered as addendum and posted to the Authority website.

2.7 QUESTIONS REGARDING THIS RFP

2.7.1 Questions will only be received in writing by email directed to Procurement at **procurement@cintimha.com** no later than 4:00 PM on October 1, 2019.

2.7.2 Questions will be answered in an addendum posted on the Authority's website at **http://www.cintimha.com/business-opportunities.aspx.**

2.7.3 It is the responsibility of interested Offerors to review this and all addenda posted associated to this RFP.

3.0 PROPOSAL FORMAT

3.1 **Tabbed Proposal Submittal:** The Authority intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference

also noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

[Table No. 5]

Tab	Form	Description
1	**Form of Proposal:** ***Attachment A***	This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	HUD Form Packet: ***Attachment B***	The following forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal: • Form HUD 5369-C *Certifications and Representations of Offerors, Non-Construction Contract* • Form HUD 2922 *Certification Regarding Debarment and Suspension* • Form HUD 50071 *Certification of Payments to Influence Federal Transactions* • Standard Form LLL *Disclosure Form to Report Lobbying (if required per HUD 50071)* *NOTE: These forms may be completed electronically and then printed (or printed and completed by hand).*
	Profile of Firm Form: ***Attachment C***	This 2-page Profile of Firm Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
	Professional References: ***Attachment C.1***	The proposer shall submit a listing of 5 former or current professional references for which the proposer has performed similar or like services to those being proposed herein within the past year. You ***must*** reference any previous work performance for the Authority. It is reasonable to assume the Authority will contact references. The listing shall, at a minimum, include: • The client's name, • The client's contact name, • The client's address, • The client's telephone number and email address, • The Client's Business Name (if applicable), and A brief description and scope of the service(s) and the dates the services were provided
2	**Section 3 Business Preference Documentation:** ***Attachment D***	Every proposer is required to include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business Preference or not. Any Proposer claiming a Section 3 Business Preference shall fully complete and execute the Section 3 Business Preference Certification Forms and any documentation required by those forms.

3	**Proof of Insurance and Licensing**	The proposer must provide current proof of insurance and licensing requirements. The proposer shall provide the following certificates evidencing the coverage amounts : ● Workers Compensation & Employer's Liability ● General Liability ● Automobile ● Registration and licensing with the State of Ohio
4	**Proposed Services:**	As more fully detailed within Section 2 - *Scope of Work* of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
4a	**Evaluation Factor No. 2**	The proposer's Demonstrated Understanding of the Authority's Requirements.
4b	**Evaluation Factor No. 3**	The proposer's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer's proposed Work Plan to provide the required services.
4c	**Evaluation Factor No. 4**	The proposer's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
4d	**Evaluation Factor No. 5**	The proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
4e	**Evaluation Factor No. 6**	• If the firm had a Quality Assurance audit done by the PIH/REAC QASS division? If so, submit a copy. • If appropriate, how staff are retained, screened, trained and monitored; • The proposed quality control program; • An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.); • A complete description of the products and services the firms provides.
4d	**Managerial Capacity/Financial Viability (Evaluation Factor No. 7)**	The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm; and a summary of the bank's State of Condition.
5	**Vendor Profile Packet** *Attachment J*	Vendor Registration Form and W9 (provide if not previously submitted or if updating – see Section 2.3 of this solicitation). If one has already been submitted, see 3.1.1 below.

6	**Equal Employment Opportunity**	The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
7	**Subcontractor/Joint Venture Information (Optional Item)**	The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
8	**Declared Earnings Allowance for the Past 6 Months Form** *Attachment K*	This 1-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
9	**Other Information (Optional)**	The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation.

3.1.1 If no information is to be placed under any of the above noted tabs (especially the "Optional"), please place thereunder a statement such as "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.2 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittal in such a manner that the Authority can, if needed, remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then conveniently return the proposal submittal to its original condition.

3.2 Cost Proposal: The proposed Fees shall be submitted by the proposer utilizing Attachment I and received by the Authority in a separate, sealed envelope along with the proposals and marked with the Proposer's name, address, telephone number and e-mail address. The envelope should be titled as:

Fee Submission Form
Solicitation 2019-7008
BANKING SERVICES
Due Date: October 8, 2019 by 11:00 AM

3.2.1 The cost shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to: employee costs and benefits, clerical support, supplies, materials, licensing, insurance, fuel surcharges, franchise fees, etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully "burdened" with profit and overhead costs.

3.2.1.1 Authorization of Offeror: The Cost Proposal (Attachment I) must be signed by a representative of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror.

3.3 Proposal Submission: All proposals must be submitted and time-stamped received in the designated the Authority office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signed proposal which shall have a cover and extending tabs shall be placed unfolded in a sealed package along with the separate fee information along with an electronic copy of each and addressed to

Cincinnati Metropolitan Housing Authority
Attention: Procurement Officer
1627 Western Avenue
Cincinnati, OH 45214

The electronic copy should include at least two files: one for the proposal and one for the fee information. The proposal may be in more than one electronic file. The package exterior must clearly denote the above-noted RFP number (2019-7008) and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted. Please label the electronic copy with at a minimum the solicitation number and the proposer's name.

3.3.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Authority decides that any such entry has not changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal and the proposal shall be considered by the Authority as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Authority delivers to or makes available to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.3.2 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 Authority, 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 all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the PO to exclude any of the Authority requirements contained within the documents may cause that proposer to not be considered for award.

3.4 Proposer's Responsibilities--Contact with the Authority: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the PO only. Proposers must not make inquiry or communicate with any other Authority 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 Authority to not consider a proposal submittal received from any proposer who has not abided by this directive.

3.4.1 Addendum: All questions and requests for information must be addressed in writing to the PO. The PO will respond to all such inquiries in writing by addendum posted to the Authority website at http://www.cintimha.com/business-opportunities.aspx Offerors are responsible for ensuring they receive all addenda. During the RFP solicitation process, the PO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PO it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PO may more fairly respond to all prospective proposers in writing by addendum.

3.5 Entry of Proposed Fees:

Each proposer must provide the proposed unit fees (or, where allowed, a "No Charge") for each listed Pricing Item. Such fees shall be all-inclusive of all related costs that the Contractor 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. Except as detailed immediately following, you must provide a proposed fee for each item (a "No Proposal" will not be allowed for any item, though a "No Charge" will be allowed where so designated). As common in this industry, the Authority will allow precision decimals within the proposed costs submitted (i.e. "precision," in that the proposer may enter more than two digits after the decimal point). **Within each Service Description a breakdown of Services Charges/fees must be included in Detail.**

[Table No. 6]

Service Description	Monthly Qty Average
Depository Services	**20,903**
Account Reconcilement Services	**104,939**
E payment Services	**1,119**
Single Point Services	**7,193**
Wire Transfers	**6**
Zero Balance Accounts	**2**
Image Services	**3,036**
Lockbox	**8,874**

ACH Services	**6,089**
Branch Coin/Currency Services	**6**
Electronic Deposit Services	**1,337**

3.6 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 by reference included as a part of this RFP:

[Table No. 7]

Attachment/Tab		Description
A	**Tab 1**	Form of Proposal
B	**Tab 1**	HUD Form Packet
C	**Tab 1**	Profile of Firm Form
C.1	**Tab 1**	Professional References
D	**Tab 2**	Section 3 Business Preference Documentation
E	**Reference**	Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction*
F	**Reference**	The Authority's Instructions to Proposers & Contractors (ITPC)
G	**Reference**	Form HUD-5370-C1, *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)*
H	**Reference**	Professional Services Agreement General Terms and Conditions
I	**Separate Envelope**	Fee Submission Form (To be submitted in a separate, sealed envelope per Sect. 3.2)
J	**Tab 5**	Vendor Registration Form and W9 (if not previously submitted or if updating see Section 2.3).
K	**Tab 8**	Declared Earnings Allowance for the Past 6 Months Form

***Do not include "Reference" attachments in your proposal.**

4.0 PROPOSAL EVALUATION:

Each Proposal submittal will be evaluated based upon the following information and criteria.

4.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The Authority reserves the right to reject any proposals deemed by the Authority not minimally responsive. Each proposal will be evaluated on the factors described in Table 8. The Authority intends to award a contract to the Proposer(s) with the highest ranking scores and whose qualifications and fee proposals the Authority determines is most advantageous to the Authority.

4.2 Evaluation Committee: The Authority anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in

response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated PO is the only person at the Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.3 Evaluation Criteria: The evaluation panel will use both objective and subjective criteria to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

4.3.1 Objective Scoring Criteria - Objective Scoring is based on the following scale:

5 = Total Applicability The proposal exceeds all the requirements of the RFP and Specifications in a highly competent and superior manner.

4 = Substantial Applicability The proposal meets all the requirements of the RFP and Specifications and, in some respects, exceeds them.

3 = Average Applicability The proposal adequately meets most of the requirements of the RFP and scope. It accomplishes many, but not all of the requirements stated in the RFP and specifications.

2 = Limited Applicability The proposal meets some of the requirements of the RFP and scope but contains some deficiencies. The proposal accomplishes some, but not all of the purposes stated in the RFP and specifications.

1 = Minimum Responsiveness The proposal scarcely meets the requirements and contains many deficiencies. The required documentation is in many respects inadequate, methodologically unsound or scarcely accomplishes the purpose stated in the RFP and specifications.

0 = Non-Responsive A zero value typically constitutes no response or an inability of the vendor to meet the minimum requirement as set forth in submitting the RFP criterion.

4.3.2 Subjective Scoring Criteria - Subjective scoring is based solely on the overall interpretation by the individual evaluator of the proposer's submitted information. The following criteria will be used for evaluating the subjective categories.

5 = Excellent
4 = Above Average

3 = Average
2 = Below Average
1 = Poor
0 = Non-Responsive

[Table No. 8]

NOs	POINTS	WEIGHTED AVERAGE	
1	**0-5**	**25%**	The **PROPOSED COSTS** to provide the services requested
2	**0-5**	**10%**	The proposer's Demonstrated Understanding of the Authority's Requirements
3	**0-5**	**10%**	The proposer's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer's proposed Work Plan to provide the required services.
4	**0-5**	**10%**	The proposer's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	**0-5**	**10%**	The proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
6	**0-5**	**10%**	• Does the entity have a Quality Assurance audit done by the PIH/REAC QASS division? • Does the entity have a system of retaining, screening, training and monitoring the staff? • The proposed quality control program. • An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.). • A complete description of the products and services the firms provides.
7	**0-5**	**10%**	**Managerial Capacity/Financial Viability:** The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm; and a summary of the bank's State of Condition.

8	**0-5**	**5%**	**Gold Performance Standards** The Proposer's clear demonstration and understanding of **THE AUTHORITY'S MOTTO and GOLD PERFORMANCE STANDARDS** through the firm's proposal as a direct reflection of the type of product the Authority may expect from the proposer. • Legible and readable • No spelling or grammar errors • All required information is provided Information is in correct sequence
		90%	**Sub-Total Points (other than economic inclusion points)**

4.3.1 Interview: Those Firms with scores closest to 90 points in categories one through eight *may* be asked to participate in the second stage, consisting of the ninth factor: Any and all interviews are at the sole discretion of the Authority.

9	**0-5**	**10%**	**Subjective**	**Interviews** may be held with selected proposers to obtain clarification on items evaluated in the earlier stage of the evaluation process, and to assess the qualifications of the proposer and their ability to implement the Scope of Work as stated in Section 2.0. Scores assigned for proposals under any category, may be amended based on information obtained during the oral interview.
		100 %		**Total Points (other than preference points)**

4.3.4 Additional Evaluation Factors: The following factors will be utilized by the PO to evaluate Economic Inclusion Points for each proposal received. It is important to note that the Economic Inclusion Points are not a requirement of this solicitation, but are simply additional points available to the proposers. No proposal will be rejected for not receiving any additional points.

[Table No. 8a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
6		**Objective**	**Economic Inclusion Participation:** A firm may qualify for Section 3 status as detailed within ***Attachment D*** and may also qualify as a DBE/MBE/WBE and SBE as certified by the City of Cincinnati, the State of Ohio MBE/WBE registration board and/or any other governmental certification entity. (Note: a maximum of 15 economic inclusion points may be awarded)
6a	5 points	Section 3	Category I & II: As detailed in *Attachment D*; or
6b	3 points		Category III & IV: As detailed in *Attachment D*.
6c	10 points		Demonstrative Section 3 Action Plan
	15 points		**Maximum Economic Inclusion Points (Additional)**

	115 points	**Total Possible Points**

4.4 Evaluation Method:

4.4.1 Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

4.4.4.1 Instructions to Evaluators;

4.4.4.2 Proposal Tabulation Form;

4.4.4.3 Copy of all pertinent RFP documents.

4.4.2 Evaluation: The PO will evaluate and award points pertaining to Evaluation Factors No. 1 and No. 6. The appointed evaluation committee, independent of the PO or any other person at the Authority, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 through 5. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PO.

4.4.3 Potential "Competitive Range" or "Best and Finals" Negotiations: The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any and all interviews are at the sole discretion of the Authority.

4.4.4 Determination of Top-ranked Proposer: Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the PO to determine the final rankings. Contract negotiations may, at the Authority's option, be conducted prior to or after the BOC approval.

4.4.4.1 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.3 herein).

4.4.4.2 Ties: In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.4.5 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.4.5.1 Which proposer received the award;
4.4.5.2 Each proposer's right to a debriefing and to protest.

4.4.6 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

5.0 CONTRACT INFORMATION:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, *Attachment A*, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, either in hard copy or on the noted System."

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

5.2.1 Contract Form: The Authority will <u>not</u> execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority's form of contract and by submitting a proposal the successful proposer agrees to do so. See *Attachment H* for Professional Services

Agreement General Terms and Conditions and *Attachment A* for Proposer's Statement.

5.2.1.1 Please note that the Authority 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.

5.2.2 Indefinite Quantities Contract (IQC) – The Authority does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

5.2.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Authority to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: $100; (b) NMCA: $500,000 annually. The Authority reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.

5.2.2 Assignment of Personnel: The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the PO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the PO.

5.2.4 Termination: The Authority will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

5.3 Contract Period:

5.3.1 The Authority intends to enter into a one year contract with the option, at the Authority's sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services.

5.4 **Licensing and Insurance Requirements:** If a proposer receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to the Authority upon execution of the contract, and annually thereafter evidencing renewals thereof:

[Table No. 9]

Workers Compensation & Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Worker's Compensation is required for any vendor made up of more than one person.	
Employer's Liability Insurance must cover all of Contractor's employees acting within the course and scope of this Contract. Employer's Liability limit is $500,000. CMHA and its affiliates must be a Certificate Holder.	$500,000 bodily injury for each accident $500,000 bodily injury by disease for each employee $500,000 bodily injury disease aggregate
Business Automobile Liability	**Required Limits**
CMHA and its affiliates must be named as an Additional Insured and as the Certificate Holder. This is required for any vendor that will be using their vehicle to do work on the Authority properties.	$1,000,000 combined single limit; $50,000/$100,000 for vehicles utilized during the contract when not owned by the Contractor; $5,000 medical pay.
Commercial General Liability	**Required Limits**
This is required of any vendor who will be doing hands-on work at the Authority properties. CMHA and its affiliates must be named as an Additional Insured and as the Certificate Holder. Commercial General Liability Insurance shall cover premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability.	$1,000,000 each occurrence $2,000,000 general aggregate $50,000 damage to premises and fire damage $5,000 medical expenses for any one person $1,000 maximum deductible

5.4.1 Coverage required of this Contract will be primary over any insurance or self-insurance carried by the Authority.

5.4.2 The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days notice to the Authority's Procurement Officer and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against the Authority, its office, agents, employees or Board of Commissioners.

5.4.3 At any time during the term of this Contract, the Authority may request, in writing, and the Contractor shall thereupon within 10 days supply to the Authority evidence satisfactory of compliance with the provision of this section.

5.5 **Right to Negotiate Final Fees:** The Authority shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated proposer. If the Authority and such proposer can not arrive at a mutually agreed upon price or terms for the work to be performed**,** the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer or cancel the solicitation in its entirety. The Authority shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.7 **Public Records:** All bids/proposals submitted to CMHA are subject to the Ohio Public Records Law (O.R.C. 149.43) and the Sunshine Act (5 USC 522(b)) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.