



**THE HOUSING AUTHORITY  
OF  
THE CITY OF AUGUSTA, GEORGIA**

1435 Walton Way  
Augusta, GA 30901

**Request for Proposal  
Banking & Related Services**

**IMPORTANT DATES**

<b>RFP Issuance &amp; Website Posting:</b>	<b>09/09/2025</b>	
<b>Questions on Solicitation:</b>	<b>09/29/2025</b>	<b>5:00 P.M.</b>
<b>Intention to Bid/Not Bid:</b>	<b>10/03/2025</b>	<b>5:00 P.M.</b>
<b>Submission Deadline:</b>	<b>10/31/2025</b>	<b>5:00 P.M.</b>



September 9, 2025

**SUBJECT: BANKING SERVICES**

Interested Parties:

The Housing Authority of the City of Augusta, Georgia (“the Agency”) is seeking qualified financial institutions interested in providing comprehensive banking services. The initial term of the contract will be three (3) years. The contract will include options for the Agency to extend the contract, at the sole discretion of the Agency, for two (2) terms of one (1) year each.

The Scope of Services and instructions for preparing proposals are contained in this Request for Proposal (“RFP”).

No pre-proposal conference will be held for this RFP. Proposals must be received at: 1435 Walton Way, Augusta, GA 30901, no later than 5:00 P.M. on October 31, 2025.

Please contact Aly Dearth, Accountant, by email at: [adearth@augustapha.org](mailto:adearth@augustapha.org) if you have questions concerning this solicitation. Your interest and participation are greatly appreciated.

Sincerely,

Randee Wiggins, Jr.

Director of Finance

---

THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA  
REQUEST FOR PROPOSALS

Table of Contents

I.	INTRODUCTION .....	8
A.	Agency Profile .....	8
B.	Solicitation Purpose .....	8
C.	Schedule of Events.....	9
D.	Communication.....	10
E.	Contract Period .....	10
II.	CURRENT BANKING SERVICES.....	11
A.	Accounts .....	11
B.	Account Structure .....	11
1.	General Fund Receipts .....	11
2.	National Housing Compliance .....	11
3.	Special Fund Receipts .....	11
4.	Augusta Affordable Housing.....	12
5.	HAP Receipts .....	12
6.	FSS Escrow Account .....	12
7.	HAP Checking.....	12
8.	General Fund Checking.....	12
9.	EHV Checking.....	12
10.	EHV Receipts .....	12
11.	Veterans Housing.....	12
12.	Petty Cash Checking .....	13
13.	Central Office Cost Center .....	13
14.	Modernization Checking .....	13
15.	EPC Bond Account.....	13
16.	Payroll Checking .....	13

---

III. AGENCY’S RESERVATION OF RIGHTS .....	13
A. Right to Terminate the RFP, Reject or Waive Proposals.....	14
B. Right to Not Award .....	14
C. Right to Make Multiple Awards.....	14
D. Right to Terminate .....	14
E. Right to Retain Proposals.....	14
F. Right to Negotiate .....	14
G. No Obligation to Compensate.....	14
H. Right to Reduce or Increase Estimated / Actual Quantities.....	14
I. Right to Request Additional Information.....	14
J. Right to Request Reassignment of Personnel .....	15
K. Unauthorized Sub-Contracting is Prohibited.....	15
IV. SCOPE OF SERVICES .....	15
A. Previous/Current Banking Institution .....	15
B. Minimum Required Services .....	15
C. Specific Required Services .....	16
1. Demand Account Services.....	16
2. Daily Account Statements .....	16
3. Monthly Account Statements .....	16
4. Positive Pay .....	16
5. ACH Services .....	16
6. Other Electronic Payments and Transfers .....	16
7. Online Banking.....	16
8. Federal and State Tax Payments.....	16
9. HUD Deposit Capability .....	17
10. Daylight Overdraft and Line of Credit .....	17
11. Processing of Returned Items.....	17
12. Disaster Recovery.....	17
13. Supply Services .....	17
14. Treasury Management .....	17
D. Additional Required Detailed Capabilities .....	17

---

E. Other Detailed Requirements.....	18
1. General Account Information.....	18
2. Branch Services.....	18
3. Deposit Processing.....	18
4. Interest Rates.....	18
5. Monthly Bank Statements.....	19
6. Electronic Transactions.....	19
7. Internal Controls.....	19
8. Conversion Plan.....	19
9. Automated Cash Management Information Access.....	20
10. Minimum Online Services.....	20
11. Investments.....	21
12. Letter of Credit.....	21
13. Financial Statements.....	21
14. Optional Services.....	21
15. Additional Information.....	22
V. INSTRUCTIONS TO OFFERORS.....	22
VI. PROPOSAL FORMAT.....	23
A. Tab 1. Banking Institution’s Qualifications and Experience.....	23
B. Tab 2. Staff Qualifications and Experience.....	23
C. Tab 3. Service Level and Banking Products.....	23
D. Tab 4. References.....	23
E. Tab 5. Licensing and Insurance Requirements.....	23
F. Tab 6. Bank Fee Proposal.....	24
G. Tab 7. HUD Form 51999, General Depository Agreement.....	24
H. Tab 8. HUD Form 5369-B, Instructions to Offerors, Non-Construction.....	24
I. Tab 9. HUD Form 5369-C, Certifications & Representations of Offerors, Non-Construction....	24
J. Tab 10. Section 3 Business Requirements.....	24
K. Tab 11. Financial Statements.....	24
VII. BANK FEE/PRICE PROPOSAL.....	24
A. Instructions.....	24

---

VIII. PROPOSAL EVALUATION .....	25
A. Clean Hands Policy .....	25
B. Submission of Proposals .....	25
1. Responsiveness to Terms and Conditions, and Financial Viability .....	25
2. Banking Institution's Qualifications & Experience .....	25
3. Team Qualifications & Experience .....	26
4. Service Level & Banking Products .....	26
5. Costs & Fees .....	26
C. Evaluation Factors & Award Process .....	27
D. Responsibility Determination .....	28
1. Financial Capacity Determination .....	29
2. Technical Capacity Determination .....	29
E. Exceptions to the Contract Terms .....	29
IX. HUD MANDATORY CONTRACT PROVISIONS .....	29
A. Mandatory Submittals .....	30
1. Fee Proposal .....	30
2. Principal Personnel Disclosure Statement Certification (No Conflicts of Interest) .....	30
3. E-Verify Affidavit .....	30
4. Clean Hands Certification .....	30
5. Debarment Certification .....	30
6. HUD Form 51999 – General Depository Agreement without modifications .....	30
7. HUD Form 5369-B – Instructions to Offerors – Non-Construction .....	30
8. HUD Form 5369-C – Certifications and Representations of Offerors – Non-Construction Contracts .....	30

---

X. TERM SHEET & INFORMATION .....	30
A. Licenses, Permits and Certifications .....	30
B. Funding Limitations.....	30
C. Insurance .....	30
D. Indemnification .....	31
E. Compliance with Laws .....	31
F. Disputes.....	32
G. Intellectual Property .....	32
H. Confidential Information .....	32
I. Prohibition against Gifts, Favors, and/or Anything of Monetary Value .....	33
J. Contract Modification .....	33
K. Governing Law .....	33
L. Exceptions to Contract.....	33
APPENDIX A – INTENTION TO BID / NO BID .....	35
APPENDIX B - BANKING SERVICES PROPOSAL FORM .....	36
APPENDIX C - EVALUATION FACTORS .....	37
APPENDIX D - MANDATORY SUBMITTALS.....	38

## I. INTRODUCTION

### A. Agency Profile

The Housing Authority of the City of Augusta, Georgia (“the Agency”) requests proposals from qualified financial institutions interested in providing the Agency with banking and investment services as outlined in the Scope of Services section of this RFP.

The Agency is the oldest housing authority in Georgia. The Agency provides and facilitates affordable housing resources for over 5,000 low-income households. These affordable housing resources include Agency-owned residential communities, Housing Choice Vouchers program (Section 8), homeownership opportunities, and more.

The Agency enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The Agency maintains contractual arrangements with the United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program (1602 units) and administers the Housing Choice Vouchers Program (4465 vouchers). The Agency operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

To learn more about the Agency and its history, mission and business plan, Offerors are encouraged to visit the Agency’s website [www.augustapha.org](http://www.augustapha.org).

### B. Solicitation Purpose

The Agency seeks Proposals from qualified financial institutions to provide banking and investment services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. In particular, the financial institution will be required to fully execute, without modifications, the HUD-required General Depository Agreement. The Agreement requires the financial institution to continuously and fully (100%) secure all deposits regardless of type (i.e., checking, savings, money market, certificate of deposits, etc.) that are in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount. HUD does not consider funds in the Georgia State Pledging Pool as meeting the requirements of being “continuously and fully secure”.

It is the intention of The Housing Authority of the City of Augusta, Georgia (“the Agency”) to enter into a contract with one (1) Federal Deposit Insurance Corporation (“FDIC”) insured bank to provide, at a minimum, banking, depository and treasury management services to include demand deposit checking accounts, electronic funds transfers (ACH, Wires), overdraft protection, banking supplies, positive pay and other security services, as well as disaster recovery services.

**Please Note:** Offerors are responsible for reading this Request for Proposals and all attachments (“RFP”) in its entirety, and any updates and revisions that may be added. By submitting a response to this solicitation, the Offeror acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions and requirements as set forth.



**C. Schedule of Events**

The following Schedule of Events represents the Agency's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
RFP Issued & Posted on Agency website	Tuesday, September 9, 2025
Deadline for Questions and/or Comments	Monday, September 29, 2025, by 5:00 P.M. EST
Intention to Bid/Not Bid Deadline	Friday, October 3, 2025, by 5:00 P.M. EST
Proposal Due Date and Time	Friday, October 31, 2025, by 5:00 P.M. EST

The Agency reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the Agency will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. Addenda to this RFP will be issued and posted on the Agency's website ([www.augustapha.org](http://www.augustapha.org)).

**Questions or Comments.** Prospective Offerors requiring any explanation or interpretation of the solicitation must request it in writing no later than **5:00 pm EST on Monday, September 29, 2025**. The request must be addressed to Aly Dearth at the following email address: [adearth@augustapha.org](mailto:adearth@augustapha.org). Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to this solicitation. Responses to these questions will be addressed in writing via the Agency's website. The Agency will not respond to requests for information after the date stated above. It is the responsibility of the Offeror to monitor the Agency's website for any addenda issued. All Offerors are encouraged to frequently check the Agency's website for additional information.

**Intention to Bid / Not Bid.** We request that your banking institution indicate whether it plans to submit a bid by completing the attached Intention to Bid / Not Bid form (Appendix A) and return this form to Aly Dearth at the following email address: [adearth@augustapha.org](mailto:adearth@augustapha.org) by **Friday, October 3, 2025, by 5:00 P.M. EST**.

All responses to the RFP must be enclosed in a sealed envelope and labeled with the specific information: **RFP: The Housing Authority of the City of Augusta, Georgia, Banking and Investment Services**. Completed bid forms and proposals should be returned to the following address no later than **5:00 P.M. Friday, October 31, 2025**:

Augusta Housing Authority  
Accounting & Finance Department  
c/o Aly Dearth  
1435 Walton Way  
Augusta, GA 30901.

***Note: Incomplete or non-compliant proposal submissions cannot be considered.***

The Agency intends to award the contract pursuant to a “best value” basis, not a “lowest bid” basis. An evaluation committee shall review and rank each of the Offeror’s proposals using the method of evaluation described in this request. The evaluation committee shall enter into negotiations with the highest ranked proposal first, and if necessary, any or all of the other proposals and submit the list of ranked Offerors to the Executive Director. The Executive Director shall make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible Offeror submitting a proposal in accordance with the proposal evaluation criteria.

The Agency reserves the right to award contracts to multiple Offerors, to reject any or all bids, to waive for all applicants any information in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Agency to do so.

**D. Communication**

In order to maintain a fair and impartial competitive process, the Agency shall avoid private communication concerning this procurement with prospective Offerors during the entire procurement process. From the issue date of this RFP until the final award is announced, Offerors are not allowed to communicate about this RFP for any reason with any Agency staff except:

- through the RFP Point of Contact named above
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any).

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The Agency reserves the right to reject the proposal of any Offeror violating this provision.

**E. Contract Period**

The initial term of the contract will be three (3) years. The contract will include options for the Agency to extend the contract, at the sole discretion of the Agency, for two (2) terms of one (1) year each, subject to the Agency and the successful Offeror negotiating fees and other terms that are mutually acceptable to the parties. Price increases after the initial term will be limited by the prevailing Consumer Price Index (CPI) for the local area.

Requests for price increases shall be submitted by the banking institution in writing, ninety (90) days prior to the anniversary date of the contract to be effective for the subsequent year.

If the contract resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the Agency may, with the written consent of the awarded Contractor, extend the contract for such period as may be necessary to permit the Agency’s continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties.

## II. CURRENT BANKING SERVICES

### A. Accounts

The Agency currently utilizes one banking institution, SouthState Bank, that handles all of its cash management needs. Rental payments and other fees received (i.e., maintenance charges, late fees, etc.) are paid by check, money order, or credit card to the Agency. The Agency makes daily deposits via remote deposit to the appropriate accounts as funds are received. Revenue from HUD and other entities is received via ACH or electronic funds transfer into the appropriate program account.

Pursuant to HUD's requirements provided under the Annual Contributions Contract (ACC), all Public Housing and Housing Choice Voucher funds must be placed in interest-bearing accounts. Positive pay (fraud protection) and on-line inquiry of transactions are available for these accounts.

The Agency currently maintains 16 depository bank accounts, four (4) of which are "high activity" accounts with significant monthly activity. See Account Structure for descriptions of the accounts and Appendix B for account transactions and balance summaries.

Account balances 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 the Agency as a bailee. An interest in a securities pool or fund will not satisfy this requirement.

### B. Account Structure

The accounts and type of services currently used by the Agency are described below.

#### 1. General Fund Receipts

This account is the primary receiving account for the Agency deposits. It will be used to fund the General Fund Checking, Payroll, and Modernization Accounts whenever checks are written on those accounts. No checks will be drawn on this account, but substantial in-house transfers, wire transfers, and Automated Clearing House (ACH) transactions will be made.

#### 2. National Housing Compliance

This account maintains funds received from National Housing Compliance, Inc. In-house transfers are made to and from this account. No checks are issued from this account.

#### 3. Special Fund Receipts

This account contains funds of the Agency's local (non-federal) fund. In-house transfers are made to and from this account. No checks are issued from this account.

- 
4. Augusta Affordable Housing  
This account maintains funds received from the Agency's mixed finance programs. In-house transfers and third-party wires are made to and from this account. No checks are issued from this account.
  5. HAP Receipts  
This account serves as the receiving account for the Housing Assistance Payments (HAP) program. It receives ACH deposits from HUD monthly. Funds will be transferred from the HAP Receipts Account to the Housing Assistance Payments (HAP) Checking account as needed. No checks will be drawn on this account.
  6. FSS Escrow Account  
This account maintains deposits for the Agency's Family Self Sufficiency Program. In-house transfers are made to and from this account. No checks are issued from this account.
  7. HAP Checking  
This account serves as the checking account for the Agency's Housing Assistance Program (HAP). Funds will be transferred in from the HAP Receipts Account. In-house transfers are made to and from this account. Funds will be disbursed by means of electronic payments (ACH) and checks.
  8. General Fund Checking  
This account serves as the checking account for the Agency's General Fund. Transfers from the General Fund Receipts Account, and other accounts, will be made to cover disbursements. Funds will be disbursed by means of electronic payments (ACH), electronic withdrawals for pre-authorized transactions, wires, and checks.
  9. EHV Checking  
This account will serve as the checking account for the Agency's Emergency Housing Voucher (EHV) program. Funds will be transferred in from the EHV Receipts Account. Funds will be disbursed by means of electronic payments (ACH) and checks.
  10. EHV Receipts  
This account serves as the receiving account for the Emergency Housing Voucher (EHV) program. It will receive ACH deposits from HUD on a monthly basis. Funds will be transferred from the EHV Receipts Account as needed. No checks will be drawn on this account.
  11. Veterans Housing  
This account is required by HUD to maintain funds related to the Veterans Affairs Supportive Housing (VASH) program. In-house transfers are made to and from this account. No checks are issued from this account.

12. Petty Cash Checking

This account is used for small purchases by the Agency. A few checks and deposits may be made each month.

13. Central Office Cost Center

This account receives and maintains the fees charged to the Agency's public housing and Housing Choice Voucher programs. In-house transfers are made to and from this account. No checks are issued from this account.

14. Modernization Checking

This account contains funds used in the Agency's modernization projects. Funds will be received from HUD in the General Fund Receipts Account via ACH and will be transferred to this account. Only a few checks per month will be drawn on the account.

15. EPC Bond Account

This account maintains funds remaining from the Agency's Energy Performance Contract.

16. Payroll Checking

This account serves as the funding source for all payroll through ADP on behalf of the Agency. It will receive in-house transfers to cover all disbursements. The Agency has a bi-weekly payroll schedule.

Further information concerning these accounts and their projected transaction volumes can be obtained from the Banking Services Proposal Form included as Appendix B to this packet.

In addition to the above-listed accounts, the Agency currently maintains over 20 Certificates of Deposit containing approximately \$14 million.

The Agency will also require a Letter of Credit in the amount of \$1,006,040.00 to be secured with assignment of the Agency's investments in United States Government Agency securities as required. The purpose of the Letter of Credit is to cover the semi-annual payment due on a loan if there were to be a delay in payment from HUD. The Letter of Credit has existed over a decade and has never been used as HUD has maintained payments on a timely basis to date.

Please indicate on the second page of the Banking Services Proposal Form the bank proposed costs for the Letter of Credit or the criteria that will be used to compute the rate, as well as any related expenses.

### **III. AGENCY'S RESERVATION OF RIGHTS**

The Agency reserves the right to change the bank account structure in order to accommodate the use of a concentration account with accompanying zero-balance accounts. The Agency reserves the right to close existing accounts or to open new accounts as operations require. All new accounts opened during the contract period are governed by the same rules and provisions as existing accounts.

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

**A. Right to Terminate the RFP, Reject or Waive Proposals**

The Agency reserves the right to terminate the RFP process, if deemed by the Agency to be in its best interest. Additionally, the Agency reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and /or proposals offering alternative or non-requested services.

**B. Right to Not Award**

The Agency reserves the right to not award a contract pursuant to this RFP.

**C. Right to Make Multiple Awards**

The Agency reserves the right to make an award to more than one Offeror and to award with or without negotiations or a “Best and Final Offer” (BAFO).

**D. Right to Terminate**

The Agency reserves the right to terminate a contract award pursuant to this RFP at any time upon ten (10) days’ written notice to the contractor.

**E. Right to Retain Proposals**

The Agency reserves the right to retain all proposals submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving proposals.

**F. Right to Negotiate**

The Agency reserves the right to negotiate the fees proposed by the Offeror(s).

**G. No Obligation to Compensate**

The Agency has no obligation to compensate any Offeror(s) for any costs incurred in responding to this RFP.

**H. Right to Reduce or Increase Estimated / Actual Quantities**

The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

1. Funding is not available.
2. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
3. The Agency’s requirements in good faith change after award of the contract.

**I. Right to Request Additional Information**

The Agency reserves the right to request additional information from all Offerors. Such information shall be submitted in the form required by the Agency within five (5) days of written request.

**J. Right to Request Reassignment of Personnel**

The Agency shall retain the right to request and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

**K. Unauthorized Sub-Contracting is Prohibited**

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

**IV. SCOPE OF SERVICES****A. Previous/Current Banking Institution**

The Agency currently utilizes one banking institution, SouthState Bank, that handles all of its cash management needs.

**B. Minimum Required Services**

To be considered for selection, Offerors must have at least the following qualifications. Please indicate for each item listed below whether the banking institution meets the requirements. If not, please explain.

1. Be a federally or State of Georgia chartered institution qualified to act as a depository bank.
2. The bank must have a branch located within eight (8) miles of the Agency's main administrative office (1435 Walton Way, Augusta, GA 30901) and that location must be able to offer the full range of services required by this RFP.
3. Be a member of the Federal Reserve System and have access to all its services.
4. Be insured by the FDIC.
5. Be able to initiate and receive Federal wires.
6. Pursuant to HUD's requirements provided under the Annual Contributions Contract (ACC), all Public Housing and Housing Choice Voucher funds must be placed in interest-bearing accounts.
7. Must have an executed HUD form 51999, General Depository Agreement, or be willing to execute the form (without changes) at the time of signing the contract (form attached).
8. Be able to provide the financial information or statements for the years specified in the RFP.
9. Be capable of providing all the services identified within the RFP.



**C. Specific Required Services**

The Offeror, at a minimum, will be required to provide the following services as they pertain to each service category:

1. Demand Account Services

The bank must have an operation center or correspondent bank in Georgia; must be a member of the Federal Reserve System; and meet all government codes pertaining to depository requirements.

2. Daily Account Statements

The bank account transactions and balance information must be made available electronically, during business hours, for all the Agency accounts daily through a secure internet connection.

3. Monthly Account Statements

Bank must provide within ten (10) working days after the last calendar day of the month, account statements, account analysis statements, and return cleared items for all the Agency accounts.

4. Positive Pay

The bank must offer same day Positive Pay for outgoing checks.

5. ACH Services

The bank must offer Automated Clearinghouse Services (ACH) services, including Direct Deposit, Consumer Debits and Check Conversion features. The bank's ACH services must also include Settlement, Processing and Security Options.

6. Other Electronic Payments and Transfers

The bank must also have the capability to accommodate a wide range of other electronic payments, money transfers and wire transactions for the transfer to and from the Agency accounts. The bank must also enable the Agency to perform certain transactions on a "self-service" basis through a personal computer with appropriate interface.

7. Online Banking

The bank must offer a top-tier on-line banking portal to include a full range of transaction processing, reporting, state-of-the-art fraud prevention, self-administration, and notifications. Training in the use of the online functions (if needed) is to be provided at no additional cost to the Agency.

8. Federal and State Tax Payments

The Agency participates in the Federal Electronic Funds Transfer Payment System (EFTPS). The bank must enable the Agency to continue in this program and provide next-day services.



9. HUD Deposit Capability

The bank must have the capability to accommodate electronic payment and deposit services in connection with investment transactions and HUD direct deposits to the Agency.

10. Daylight Overdraft and Line of Credit

The bank must provide an agreed upon level of Daylight Overdraft Protection and an Overdraft Line of Credit or similar facility, subject to credit review by the bank.

11. Processing of Returned Items

The bank must have an efficient process for the return of un-honored items due to insufficient funds. Items should be forwarded on a daily basis.

12. Disaster Recovery

The Agency requires that the bank maintain a disaster recovery plan.

13. Supply Services

The bank must provide standard banking documents and services not specifically referenced in this RFP to the Agency at no cost, including, but not limited to manual checks, deposit slips, deposit bags, and cashier checks.

14. Treasury Management

The bank must provide a wide range of treasury management services.

**D. Additional Required Detailed Capabilities**

In addition to the required services outlined above, the bank must be able to:

1. Provide on-line computer balance reporting with information updated daily with all collected, available and closing balances; the report should outline details of debits and credits posted to the account for the previous day by 8:00 A.M. each business day.
2. Provide on-line reporting that shows current day ACH debits and credits by 8:00 A.M. each business day.
3. Provide on-line stop payment inquiry.
4. Automatic Confirmation & Notification functionality for checks, electronic and wired payments.
5. Scheduled and customized reporting.
6. Provide individual and consolidated monthly account analysis for all accounts by the 10th day of the following month.
7. Provide on-line electronic check image retrieval (with all software requirements required for use).
8. Provide a mechanism or system for inquiries relating to cancelled checks and stop payments.

9. Provide repository access to transactional data and images beyond contract expiration for a period of no less than seven (7) years.

**E. Other Detailed Requirements**

The Offeror will provide the following banking and investment services.

1. General Account Information
  - a. Describe the bank's capacity to handle the number and types of accounts that the Agency currently uses as described in RFP Section 2 – Current Banking Services.
  - b. The Agency completes online transfers between all accounts. Describe the process and the reporting available for online transfers.
  - c. Describe how the bank calculates bank balances. Describe the methodology that would be used to give credit to the Agency's bank balances.
  - d. Discuss security measure options that would restrict specific activities on the Agency's various accounts. Specifically, is Positive Pay available and if so, describe the process.
2. Branch Services
  - a. Provide a list of the bank's branches within eight (8) miles of the Agency.
  - b. For each branch, provide the hours of operation, list of banking and investment services available, and the proximity to the Agency's main administration office at 1435 Walton Way, Augusta, GA 30901.
3. Deposit Processing
  - a. Describe how the bank would accommodate the deposits for the Agency's accounts. Explain capabilities to provide the Agency's various locations with a deposit check scanner for daily deposits for remote deposits. Software and hardware installation and maintenance will be provided by the bank. Include remote deposit capability and processes.
  - b. Describe the bank's procedure for the processing of returned items. When and how is the Agency notified?
  - c. Describe the process and timing for deposit corrections or other credits or charges to our account. If using "Miscellaneous" for the description, more detail needs to be provided. When these entries are made, is notification provided to the Agency? When and in what format? Describe the bank's problem resolution process for missing deposits, deposit amount differences and account adjustments.
  - d. How will deposit supplies (e.g., deposit slips and deposit check scanners) be provided to the Agency? Is there a charge for these supplies?
4. Interest Rates
  - a. How is the rate determined?
  - b. How often does the rate change?

- c. Is the rate applied to the preceding or following period of time? Please provide the most recent twelve (12) month history of interest rates.

5. Monthly Bank Statements

- a. What is the closing date? (the Agency highly prefers month end closing dates).
- b. What is the mail date? What is the online posting date?
- c. What is the interest posting date? To which account(s) is interest posted?
- d. Do mailed statements include cleared deposits/check images? What is the cost for this service if they do not?

6. Electronic Transactions

The Agency currently utilizes Treasury Navigator (SouthState Bank) and uses daily online banking and investment services with its current financial institution.

- a. Describe the bank's incoming and outgoing electronic money transfer services. Include the process and type of software used for initiating repetitive and non-repetitive wire transfers and provide information on how this software can be interfaced or integrated with the Agency's financial system, and what support will be available under the contract. Include the security features utilized to prevent unauthorized users from initiating or approving wires. Are there different controls for repetitive, non-repetitive and freeform wire transfers? If so, please describe.
- b. What equipment and/or software are required for initiating ACH transmissions for payroll and accounts payable direct deposits? Does your bank charge for the software if required? Include deadlines for initiating transmissions.
- c. Describe the process used for initiating ACH transactions with other institutions. Please include pre-noting details, transmission format requirements and other relevant details. Provide the timing requirements of the data exchange such as the number of business days prior to pay date and the time requirements for corrections. When will transactions be posted during the day? What is the process for canceling a transaction?
- d. For resolution of wire transfer and ACH transaction problems, describe the procedures, the timing requirements and the deadlines for correcting errors.
- e. Provide information on the file requirements for direct deposit transactions.

7. Internal Controls

- a. Provide detailed descriptions of the Offeror's internal controls/procedures for wires, ACH's transfers, and signature authority.

8. Conversion Plan

- a. Describe the overall plan your bank would use to coordinate a smooth transition from our current bank. Provide a schedule of events starting with the anticipated award date of Thursday, January 1, 2026.

- b. Discuss the kind of training that would be offered to Agency personnel for the operation and use of the bank's services and automated systems in all areas of banking and investment services.
- c. Provide information on any costs that the Agency would be expected to pay to convert. Please provide information on costs associated with initial account and/or system setup, software, training, printing of deposit slips, starter checks, if necessary, other supplies, etc.

9. Automated Cash Management Information Access

The Agency utilizes web-based, automated cash management services and daily balance reporting (prior and intra-day) for timely access to balance information and transactions. Downloading of report information is critical to the Agency. The Agency requires a high degree of automation within all service areas such as ACH and reconciliation. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items also is preferred. Statements and account analyses are preferable in electronic form along with archiving of information. Statements are required for all accounts and should be available by the tenth (10<sup>th</sup>) of the following month.

10. Minimum Online Services

Minimum online services should include online balance reporting, stop pays, positive pay, account transfers, and wire transfers. Daily balance reporting should include details on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

- a. Fully describe the bank's online service capabilities and systems, including user-friendliness. List the system's online initiation and monitoring capabilities (i.e. balance reporting, wires, positive pay, stop pay, transfer, etc.) and describe any differentiation of transaction and summary account types.
- b. Provide a link for review of the online system. If not available, submit screen prints. Provide sample reports available from the online system.
- c. Describe fully the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images. How long is historical information maintained online? What is the ability to request date ranges and period ending filters?
- d. Are reporting processes and services web-based? Are systems available through one portal?
- e. When is prior day information available? Is intra-day information real-time or delayed?
- f. Detail the level of information available on both prior and intra-day reporting.
- g. Describe the historical retention features available by information type.

- h. Can the Agency customize reports? Describe and detail cross functionality features. Is information from the online system exportable to Excel or other formats?
- i. Describe back-up procedures for the Agency's use in the case of any interruption in the automated system delivery of information or transaction input functions.
- j. Describe the security protocols for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
- k. What are the hours of available technical support? How is support provided?

11. Investments

The Agency is required to invest only in instruments that are approved by State law and HUD. Based on the list of approved instruments provided by HUD (refer to HUD PIH Notice 1996-33), please describe the investment options that the Offeror can provide the Agency, and how the Offeror will ensure the investment options remain competitive for the duration of the contract.

12. Letter of Credit

The Agency currently maintains and will require a letter of credit in the amount of \$1,006,040.00 to be secured with assignment of the Agency's investments in United States Government Agency securities as required. The purpose of the Letter of Credit is to cover the semi-annual payment due on a loan if there were to be a delay in payment from HUD. The Letter of Credit has existed over a decade and has never been used as HUD has maintained payments on a timely basis to date.

- a. Describe the bank proposed costs for the letter of credit.
- b. Describe the criteria that will be used to compute the rate, as well as any related expenses.

13. Financial Statements

Submit copies of the banking institution's annual audit reports for the past two (2) years minimum.

14. Optional Services

The Agency may be interested in the following services from time to time or in the future.

- a. Business Credit Card accounts – Describe services, controls, reports, etc. The Agency currently utilizes four (4) cards tied to one (1) account with a credit line of \$100,000.
- b. Describe any other advanced automated services your bank can provide that could reduce employee bank visits.
- c. List any additional services from which you feel the Agency would benefit.

15. Additional Information

The Agency is seeking a bank that will propose creative and enhanced strategies to optimize its resources and integrate the Agency's strategies. To that end, the Offeror may envision additional services that will aid the Agency in achieving this goal. In addition to the requirements listed above, the proposal shall identify optional services provided by your bank and the associated fees for those services. The Agency may wish to consider these optional services based on the availability and the associated costs. The Offeror may request additional information from the Agency to assist in providing a comprehensive proposal.

- a. Based on information presented in the RFP and the Offeror's knowledge, describe any enhancements, technological or otherwise, that the Agency should consider.
- b. Describe any other information not previously mentioned that the Offeror believes should be given consideration.

**V. INSTRUCTIONS TO OFFERORS**

- A. Proposals are to be submitted in a sealed envelope clearly marked **RFP: The Housing Authority of the City of Augusta, Georgia, Banking and Investment Services** and will be received until **Friday, October 31, 2025, 5:00 P.M. EST** at The Housing Authority of the City of Augusta, Georgia at 1435 Walton Way, Augusta, GA 30901. ***Any proposal received/time-stamped after October 31, 2025, 5:00 P.M. EST will be considered late and will be returned.*** If the proposal is hand-delivered, please allow enough time as there may be other clients, etc. at the front desk and you may have to wait to get your proposal time-stamped. Proposal must be time-stamped. If proposal is sent by mail or courier, the proposal will be time-stamped upon receipt.
- B. The Offeror should submit one (1) signed original **and** three (3) copies of its proposal.
- C. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
- D. The proposal must be completed in its entirety, completing all forms included in the proposal packet. If the Offeror should have any questions regarding the forms, contact Aly Dearth via email at [adearth@augustapha.org](mailto:adearth@augustapha.org).
- E. Proposals are to be submitted in narrative form and are to include the Bank Fee form (see RFP Section 7 – Bank Fee Proposal) included in this package.
- F. Offerors may supplement their proposal for the purpose of adding or otherwise explaining any further conditions the Offeror wishes to have considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee. These supplemental items are optional and do not replace or negate any required items or forms listed in this RFP.
- G. During the period when proposals are accepted, responses to questions on the RFP will not be provided to any prospective Offeror. Responses to questions must be made in writing before the deadline for the submission of written questions.

## **VI. PROPOSAL FORMAT**

The Agency intends to retain the successful Offeror(s) pursuant to a “Best Value” basis, not a “Lowest Bid” basis, i.e., the Agency will consider other factors than cost in making the award decision. All proposals submitted in response to this RFP must be formatted in accordance with the sequence and instructions provided below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

### **A. Tab 1. Banking Institution’s Qualifications and Experience**

1. Provide bank name, address, website, and contact person name and information for the proposal.
2. Provide background and attributes of the bank including information on the bank size and number of branches, a description of the services that the bank provides, and the bank’s experience in providing banking and investment services to government agencies.
3. Provide evidence of the banking institution’s performance history including accreditation, certification, and regulatory compliance.

### **B. Tab 2. Staff Qualifications and Experience**

1. Provide a staffing plan that describes the bank’s approach to providing the required services and identify the key personnel and other staff that will be providing the banking and investment services to the Agency.
2. For each bank staff that will provide direct support to the Agency, include information on job title, experience, and qualifications.

### **C. Tab 3. Service Level and Banking Products**

1. Describe the Offeror’s understanding and ability to meet the Scope of Services.
2. Describe the Offeror’s ability to offer products and service enhancements.
3. If the Offeror is unable to provide any of the requested services, specifically identify those exceptions.

### **D. Tab 4. References**

1. Provide up to five (5) recent professional references from clients for whom the Offeror has provided services as described in the Scope of Services within the past three (3) years.
2. Include name, address, and telephone number, description of work performed and the date of services.

### **E. Tab 5. Licensing and Insurance Requirements**

The successful Offeror will be required to provide the following documents, prior to the awarding of a contract.

1. A certificate evidencing the Offeror’s current worker’s compensation insurance carrier and coverage amount.
2. A certificate evidencing the Offeror’s General Liability coverage.



3. A certificate evidencing the Offeror's Professional Liability and/or "errors and omissions" coverage.
4. A copy of the Offeror's business license allowing the entity to provide such services within the jurisdiction.
5. If applicable, a copy of the Offeror's license issued by the State of record allowing the Offeror to provide the services provided in the RFP.

**F. Tab 6. Bank Fee Proposal**

1. Provide the banking institution's fees as listed in the Bank Fee proposal using the form provided and clearly specify if any additional expenses will be charged to the Agency in connection with this proposal. *Note: The banking institution's general pricing sheet will not be accepted.*

**G. Tab 7. HUD Form 51999, General Depository Agreement**

1. The banking institution must have or be willing to execute the form (without changes) at the time of signing the contract.

**H. Tab 8. HUD Form 5369-B, Instructions to Offerors, Non-Construction**

1. Read and initial each page indicating that you have read and agree with the contents.

**I. Tab 9. HUD Form 5369-C, Certifications & Representations of Offerors, Non-Construction**

1. Read and initial each page indicating that you have read and agree with the contents.

**J. Tab 10. Section 3 Business Requirements**

1. To be provided in accordance with the Agency's procurement policy and procedures.

**K. Tab 11. Financial Statements**

1. The banking institution must submit copies of the banking institution's annual audit reports for the past two (2) years minimum.

## **VII. BANK FEE/PRICE PROPOSAL**

**A. Instructions**

1. Appendix B sets out the associated activity and dollar volumes associated with services required on average for six (6) months of the Agency's bank accounts. Offerors should complete the applicable portions of the account table (**Bid Charge Per Item** row and **Estimated Annual Charge** row). If any additional fees will be charged, please list at the bottom of the matrix. *Note: Banking institution's generic pricing sheet will not be accepted.*
2. All fees that will be charged under the contract must be included in the pricing schedule. Fees that are not included in the pricing schedule will not be allowed unless the Agency agrees to a contract amendment adding the item prior to including the charge.



## VIII. PROPOSAL EVALUATION

### A. Clean Hands Policy

Procurement actions shall be conducted only with responsible Offerors who have the technical and financial competence to perform, who have the fiscal responsibility in business dealings, and who have a satisfactory record of integrity. Before awarding a contract, the Agency shall review the proposed Offeror's ability to perform the contract successfully, considering factors such as the Offeror's integrity, compliance with public policy, record of past performance on the Agency's and other jobs (including contacting references of the Offeror), and financial and technical resources.

The Agency shall not award a new contract or conduct new business with a bidding Offeror who:

1. Has past due financial obligations or indebtedness to the Agency pursuant to a contract or other transaction and has not fulfilled the obligation prior to submission of a bid, proposal or application for a contract.
2. Has an existing claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against the Agency, whether civil or criminal (including any appeal or review of any of the foregoing).
3. In the Agency's reasonable discretion, has taken action that may give rise to or threatened to assert a claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against the Agency, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against the Agency. The Executive Director may waive the requirements of this paragraph for good cause shown as determined by the Executive Director and if it is otherwise in the Agency's best interests.

### B. Submission of Proposals

Proposals shall be submitted in written format and delivered in person or by mail to the address previously noted. Offerors must provide one (1) original **and** three (3) copies of their proposal. The Agency **will not** accept any proposal in part or in whole through any other means. The Evaluation Factors are as follows (Appendix C):

1. Responsiveness to Terms and Conditions, and Financial Viability
  - a. Proposal contains the required documentation and all terms and conditions are addressed and reports are included.
  - b. Financial condition; stability of current conditions and proven track record of effective management decisions.
  - c. A review of the Offeror's audited financial statements demonstrate viability to provide the services of the RFP.
2. Banking Institution's Qualifications & Experience
  - a. Offeror's overall experience with providing banking and investment services to clients comparable to the Agency.
  - b. Quality of references and experience with public agency clients.

- 
- c. Strength and financial stability of the Offeror, including ability to protect and fully collateralize the Agency's deposits.
3. Team Qualifications & Experience
- a. Offeror's level of staff who will be devoted to the banking and investment services.
- b. Experience and qualifications of the specific staff assigned to the Agency's banking services.
4. Service Level & Banking Products
- a. Ability to meet minimum required service levels and offer required bank products.
- b. Ability to offer products and service enhancements.
- c. Branch offices located near the Agency with hours of operations that allow for efficient and effective banking service to the Agency.
5. Costs & Fees
- a. Actual points assigned to each Offeror will be based on the Offeror's unit price and will be compared in accordance with the total price provided.
- b. The Offeror with the best value will receive the maximum points. All other proposals will receive a proportionally lower total score for this category.
- c. Form of Payment - The Authority will compensate the awarded bank through compensating balances intentionally left on deposit with the bank. These balances will be non-interest bearing regardless of the nature of the demand deposit account. The value of the services provided during the month will determine the compensating balance needed to pay for those services. Any over or under compensation will be carried over to the next month as an adjustment to the compensating balance needed for that month.
- The initial target balance will be the balance specified in the proposal form. Each account's portion of the target balance will be prorated by the value of services rendered for the account.
- d. Calculating the Required Compensating Balance –
- $$\frac{\text{Monthly Activity Service Charges} / (1 - \text{Reserve Requirement})}{\text{Earnings Allowance}}$$

The terms are defined as follows:

- i. Monthly Activity Service Charges: The sum of all charges for the month's actual activity based on unit prices specified in the proposal multiplied by the actual monthly activity.

The unit prices will remain constant over the entire contract term.

- ii. Earnings Allowance: The earnings allowance will be the monthly average of the 13-week U.S. Treasury Bill average weekly auction results (coupon equivalent yield) as reported by the U.S. Department of the Treasury ([www.treasury.gov](http://www.treasury.gov)). This amount will be converted to a monthly rate (12.1667 months per year). In completing the bid form, all bidders will assume an earning allowance of 1.94%
- iii. Reserve Requirement: The bank's current reserve requirements specified by the Federal Reserve Bank as of Monday, September 29, 2025. In completing the bid form, all bidders will use a reserve requirement of 10.0%.

An example of the Required Compensating Balance calculation is shown below:

Monthly Service Charge:	\$1,000.00
Treasury Bill Rate:	1.94%
Reserve Requirement:	10.00%
$\frac{1,000}{1.94\% / 12.1667} = \$696,833$ Required Compensating Balance	

Earnings in excess of Required Compensating Balances will be split to each account based on their outstanding balance for the month.

### C. Evaluation Factors & Award Process

The Agency intends to award the contract to the successful Offeror(s) pursuant to a "Best Value" basis. An evaluation committee will review and rank each proposal using the evaluation factors and point system shown. The award of points for each listed factor will be based upon the documentation the Offeror submits with the proposal.

Offerors must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Offeror's information to the Evaluation Factors which will demonstrate the Offeror's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

The establishment, application and interpretation of the Evaluation Factors shall be solely within the discretion of the Agency. The Agency reserves the right to determine the suitability of proposals on the basis of all of these factors.

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth above. The Agency reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

Once each Offeror's proposal has been evaluated and ranked, final negotiations will be

scheduled for the top ranked Offeror. If the final negotiation is successful, the Executive Director will make a recommendation to the Board of Commissioner to award a single contract to that Offeror. The Board may require additional information or negotiations before the Board will approve an award of the contract.

The Agency reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Offerors in the competitive range. Once negotiations are complete, the Agency shall establish a common date and time for the submission of best and final offers. If an Offeror does not submit a notice of withdrawal of its offer, or a best and final offer, the Offeror's immediate previous offer shall be construed as its best and final offer.

Should negotiations with the selected Offeror become unsuccessful, the Agency reserves the right to cease negotiations with the Offeror. In the event of cessation of negotiations with the first selected Offeror, the Agency reserves the right to either enter into similar interviews and negotiations with the next highest ranked Offeror or take other action as it deems most beneficial.

After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. The Agency will negotiate with the Offeror(s) who fall within the competitive range. If required, only those Offerors within the competitive range may be selected for an oral presentation and/or interview. The presentation/interview process will be arranged to assist the Evaluation Committee in differentiating those Offerors within the competitive range. Points may be deducted from or added to the preliminary score as deemed necessary by the Evaluation Committee.

The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Offeror whose qualifications, price and other factors considered, are the most advantageous to the Agency.

The Agency reserves the right to award this contract and to award without discussions. The Agency may reject any or all offers if such action is in the Agency's best interest, award contract other than to the lowest Offeror, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Proposals that are considered nonresponsive will not receive consideration. The Agency reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Offeror at any time to gather additional information. Furthermore, the Agency reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

#### **D. Responsibility Determination**

The responsibility determination includes consideration of an Offeror's integrity, compliance with public policy, past performance with the Agency (if any), financial capacity and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). The Agency reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Offeror's proposal.

1. Financial Capacity Determination

The Agency shall make an assessment of the Offeror's financial capacity, that is, whether in the sole opinion of the Agency, the Offeror is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. The Agency will award a contract only to the responsible Offeror who, in the Agency's sole opinion, has the financial ability to successfully perform under the terms of this RFP. The Agency's determination will include an assessment of the Offeror's financial resources/ability to perform the scope of work in accordance with the RFP requirements.

Offerors who make the competitive range may be asked to submit additional information. Failure by the Offeror to provide such information within the allotted time will render the Offeror ineligible for award.

2. Technical Capacity Determination

The Agency may conduct a survey relating to the Offeror's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Offeror. The Agency reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Offeror's proposal. Such research may include, but not necessarily be limited to, discussions with outside Offerors, interviews and site visits with the Offeror's existing clients and analysis of industry reports. If conducted, the Agency will make a report of the Offeror's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

An Offeror will be determined responsible if the Agency determines that the results of the Technical Resources/Ability survey reflect that the Offeror is capable of undertaking and completing the RFP scope of work in a satisfactory manner.

**E. Exceptions to the Contract Terms**

Exceptions to the contract terms must be identified and submitted with the Offeror's proposal. The Agency will not accept proposed exceptions that conflict with or attempt to preempt mandatory requirements. Prior to award, and if necessary, the apparent winning Offeror may be required to enter into discussions with the Agency to resolve any contractual differences before an award is made. These discussions will be finalized and all exceptions resolved within the timeframe specified by the Agency after notification of potential award. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

**IX. HUD MANDATORY CONTRACT PROVISIONS**

HUD requires that certain contract provisions be contained in the contract. These contract provisions should be provided as part of the procurement package. HUD has provided the mandatory contract clause provisions as PIH forms, which can be searched via the internet by the PIH form number and simply attached to the procurement proposal.

**A. Mandatory Submittals**

The following Mandatory Submittals must be included as a part of the proposal and received by the due date and time are (Appendix D):

1. Fee Proposal
2. Principal Personnel Disclosure Statement Certification (No Conflicts of Interest)
3. E-Verify Affidavit
4. Clean Hands Certification
5. Debarment Certification
6. HUD Form 51999 – General Depository Agreement without modifications
7. HUD Form 5369-B – Instructions to Offerors – Non-Construction
8. HUD Form 5369-C – Certifications and Representations of Offerors – Non-Construction Contracts

**X. TERM SHEET & INFORMATION****A. Licenses, Permits and Certifications**

Before a contract pursuant to this RFP is executed, the apparent successful Offeror(s) must hold all necessary, applicable professional licenses required by the State of Georgia and all other regulatory agencies necessary. The Offeror shall obtain, at their expense, any permits, certificates, and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. The Agency may require any or all Offerors to submit evidence of proper licensure.

**B. Funding Limitations**

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development (“HUD”). The Agency will not be bound by any contract if funding has been disallowed by HUD.

**C. Insurance**

Offeror will be required to obtain and maintain the following insurance coverages during the entire contract period. For purposes of this Section, the Agency is defined as its commissioners, officers, directors, employees, and volunteers. Offeror must maintain the minimum limits and coverage identified below during the term of this Agreement:

1. Commercial General Liability in the amount of not less than \$2,000,000 general aggregate.
2. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AHA.
3. Cyber Liability insurance in the amount of no less than \$2,000,000 per claim and \$3,000,000 aggregate. In addition to having favorable cyber-risk controls and processes in place, Offeror shall have Cyber Liability Insurance with coverage to protect the Agency, including both first- and third-party coverage.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Offeror in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments.

The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security.

The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

#### **D. Indemnification**

The Agency is defined in this section to include The Agency's Commissioners, employees, agents and/or assigns. Offeror agrees to indemnify the Agency and hold it harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney fees arising out of or related to (a) a breach of the contract by Offeror or (b) the performance of the Services, whether by Offeror, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder.

Offeror's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Offeror or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Contractor shall not settle or compromise any indemnifiable claims hereunder without the prior written consent of the Agency. The Agency cannot and does not agree to indemnify, hold harmless, exonerate, or assume the defense of Offeror or any other person or entity whatsoever, for any purpose whatsoever.

#### **E. Compliance with Laws**

The Agency is legally obligated, as applicable, to require these provisions in its contract. Offeror and its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders applicable to the work described herein, including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as



amended, 12 U.S.C. 1701u (“Section 3”), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents.

**F. Disputes**

1. The Parties (the Agency and Offeror(s)) agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to the contract by agreement of the Parties or through amicable negotiations.
2. All claims by Offeror shall be made in writing and submitted to the Agency. The Agency shall, with reasonable promptness, but in no more than thirty (30) calendar days, render a decision concerning any claim hereunder. Unless Offeror, within twenty (20) calendar days after receipt of the Agency’s decision, shall notify the Agency in writing that it takes exception to such decision, the decision shall be final and conclusive. Offeror shall proceed diligently with performance of the contract, pending decision from the Agency concerning any claim hereunder.
3. If Offeror does not agree with the decision of the agency, Offeror may pursue other legal means to resolve such claim. The venue of any action brought under the contract shall be in the Superior Court of Richmond County, Georgia

**G. Intellectual Property**

Offeror agrees it will not use the name or any intellectual property of the Agency, including but not limited to, the Agency copyrights, trademarks, or logo in any manner, including commercial advertising or use as a business reference, without the prior written consent of the Agency.

**H. Confidential Information**

The Agency may provide Offeror with information owned by or relating to the Agency and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by The Agency (“Confidential Information”). Offeror agrees to only use The Agency’s Confidential Information to the extent necessary to perform the Services as contemplated herein. During the Contract Period and for two (2) years following the expiration or earlier termination thereof, Offeror shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any of the Agency’s Confidential Information without the Agency’s explicit prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Offeror shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain the Agency’s property and Offeror shall return such Confidential Information, and all embodiments thereof, to the Agency upon expiration or termination of the contract or upon the earlier request of the Agency. Offeror agrees that all of its employees and subcontractors will, upon the



Agency's request, sign a confidentiality statement, in a form approved by the Agency in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this section. The following types of information shall not be subject to the requirements of this section:

1. Information which is or becomes known to the public through no act or omission of Offeror.
2. Information which Offeror can demonstrate was in its possession prior to the execution of the contract (and was provided by a source other than the Agency).
3. Information which Offeror developed independently from any relationship with the Agency.
4. Information which Offeror acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

**I. Prohibition against Gifts, Favors, and/or Anything of Monetary Value**

No employee of the Agency can accept or solicit for themselves or for others, anything of value from Offeror or any person, corporation, or other entity doing business with or attempting to do business with the Agency. The term "anything of value" includes, but is not limited to, gifts, money, property, meals, favors, personal benefit, entertainment, loans, or promises. Offeror shall report any violation of this prohibition immediately to the Agency.

**J. Contract Modification**

The Agency reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, and to make other changes and modifications consistent with the Agency's policies and applicable local, State and Federal laws.

**K. Governing Law**

The contract will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflict of laws.

**L. Exceptions to Contract**

Offerors' proposed exceptions to the Form of Contract must be identified and submitted with the Offerors' proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements and required HUD terms and conditions.

Prior to award, and if necessary, the apparent winning Offeror will be required to enter into discussions with the Agency to resolve any contractual differences before an award is made.

These discussions will be finalized and all exceptions resolved within the timeframe specified by the Agency after notification of potential award. Failure to resolve contractual differences, including failure to return signed documents within time frames specified by the Agency, will lead to rejection of the Offeror's proposal.

The Agency reserves the right to reject offers or end discussions with Offerors that are not forthcoming with exceptions in the proposal's submission. Generalized exceptions are not acceptable (e.g., "Offeror is amenable to reaching negotiated terms with the Agency").

## APPENDIX A – INTENTION TO BID / NO BID

**Intention to Bid | No Bid Form**

**Instructions.** Please complete and return the form below indicating whether your institution is interested in submitting a bid and, if not, the reason why. The information provided will be used by the Agency to improve the Agency’s solicitation process, including potential revisions to the solicitation.

Please return this form by email to Aly Dearth at:

adearth@augustapha.org by **Friday, October 3, 2025.**

Bank Information	
<b>Bank Name</b>	
<b>Address</b>	
<b>Contact Name/Title</b>	
<b>Phone</b>	

We have acknowledged receipt of the **RFP: The Housing Authority of the City of Augusta, GA, Banking and Investment Services** and have noted our intention to:

**WE PLAN TO SUBMIT A BID.**

- ☐ Yes, the banking institution referenced above will be submitting a bid.
- ☐ Maybe, our banking institution needs to research and obtain more information.

**NO BID.** Indicate any of the following. We:

- ☐ Do NOT desire to be retained on the bank institution list.
- ☐ Desire to be retained on the banking institution list, but decline to bid based on the following:
- ☐ Cannot comply with specifications/scope of work.
  - ☐ Cannot meet delivery requirement contained in the Scope of Services.
  - ☐ Do not regularly provide this type of product/service.
  - ☐ Other.

Please Explain:

**INDICATE HOW YOU FOUND OUT ABOUT THE BID.** Please indicate any of the following.

- ☐ Checked the agency website.
- ☐ Received notice by mail.
- ☐ Other, please explain: \_\_\_\_\_

## APPENDIX B - BANKING SERVICES PROPOSAL FORM

	Average Daily Ledger Balance	Credits	Deposit Items	Coin & Currency Deposited	Debits	ACH Credit	ACH Debit	Incoming/ Outgoing Wire Transfer
General Fund Receipts	\$ 5,470,616	161	1391	\$ 112	46	36	3	2
National Housing Compliance	\$ 5,166,706	2			5	2		
Special Fund Receipts	\$ 581,831	2			4			
Augusta Affordable Housing Corp	\$ 3,640,946	2			4			1
HAP Receipts	\$ 2,318,812	20	124		18	5		
FSS Escrow	\$ 570,616	2			2			
HAP Voucher	\$ 299,013	5	2		10	1		
General Fund Checking	\$ 360,406	40			168		40	
EHV Checking	\$ 14,161	3			1			
EHV Receipts	\$ 103,392	3			8			
Veterans Affairs Supportive Housing	\$ 13,009	3			1			
Petty Cash	\$ 1,018	1						
Central Office Cost Center	\$ 197,940	1						
MOD Checking	\$ 49,338	4			1			
EPC Bond	\$ 85,907	1						
Payroll	\$ 330,769	3					7	
<b>Total</b>	<b>\$19,204,480</b>	<b>253</b>	<b>1517</b>	<b>\$112</b>	<b>268</b>	<b>44</b>	<b>50</b>	<b>3</b>
<b>Bid Charge Per Item</b>								
<b>Estimated Annual Charge</b>								

*Note: Above are the average number of transactions and balances on a monthly basis over a recent six period.*

## APPENDIX C - EVALUATION FACTORS

#	Evaluation Factor	Maximum Points
1	<b>Responsiveness to Terms &amp; Conditions &amp; Financial Viability</b> <ul style="list-style-type: none"> <li>Proposal contains the required documentation, and all terms and conditions are addressed, and reports are included.</li> <li>Financial condition; stability of current conditions and proven track record of effective management decisions. A review of the Offeror's audited financial statements demonstrate viability to provide the services of the RFP.</li> </ul>	Acceptable / Unacceptable
2	<b>Banking Institution's Qualifications &amp; Experience</b> <ul style="list-style-type: none"> <li>Offeror's overall experience with providing financial banking and investment services to clients comparable to the Agency</li> <li>Quality of references and experience with public agency clients</li> <li>Strength and financial stability of the Offeror, including ability to protect and fully collateralize the Agency's deposits.</li> </ul>	25
3	<b>Team Qualifications &amp; Experience</b> <ul style="list-style-type: none"> <li>Offeror's level of staff who will be devoted to the banking and investment services</li> <li>Experience and qualifications of the specific staff assigned to the Agency's banking services.</li> </ul>	15
4	<b>Service Level &amp; Banking Products</b> <ul style="list-style-type: none"> <li>Ability to meet minimum required service levels and offer required bank products.</li> <li>Ability to offer products and service enhancements.</li> <li>Branch offices located near the Agency with hours of operations that allow for efficient and effective banking service to the Agency.</li> </ul>	30
5	<b>Costs &amp; Fees</b> <ul style="list-style-type: none"> <li>Actual points assigned to each Offeror will be based on the Offeror's unit price and will be compared in accordance with the total price provided.</li> <li>The Offeror with the best value will receive the maximum points. All other proposals will receive a proportionally lower total score for this category.</li> </ul>	30
	<b>Total Points</b>	<b>100</b>

## APPENDIX D - MANDATORY SUBMITTALS

<b>*MANDATORY SUBMITTALS</b>
Fee Proposal
Principal Personnel Disclosure Statement Certification (No Conflicts of Interest)
E-Verify Affidavit
Clean Hands Certification
Debarment Certification ( <i>sign where indicated</i> )
HUD Form 51999 – General Depository Agreement without modifications
HUD Form 5369-B – Instructions to Offerors – Non-Construction ( <i>initial each page</i> )
HUD Form 5369-C – Certifications and Representations of Offerors – Non-Construction Contracts ( <i>sign where indicated</i> )

*\*Forms shall be completed, signed, and notarized where required or marked “Not Applicable” where appropriate.*