

Request For Proposals

Banking Services for the City Of Niagara Falls, New York



RFP No: 2023-32

Proposals Due: December 1, 2023, at 12 p.m.

***City of Niagara Falls Purchasing Division
Niagara Falls City Hall, Room 214
745 Main Street
Niagara Falls, NY, 14301***

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Section 1 – Introduction and Instructions

A. Purpose

The City of Niagara Falls (the “City”) is requesting proposals for the purpose of selecting a qualified and experienced banking services provider to meet the operational needs of the City.

Contact Person(s), Address(s), and Contact Information

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B. RFP Schedule

This schedule represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the schedule will be shifted accordingly. The City reserves the right to change the schedule at any time and for any reason.

The approximate RFP schedule (subject to change as required by the City) is as follows:

RFP Issued:	October 30, 2023
Written Clarification Questions Deadline:	November 13, 2023, at 4:00 P.M.
City’s Response to Written Clarification Questions:	November 20, 2023
Proposal Due Date:	December 1, 2023, at 12 p.m.
City Council Meeting for Possible Award:	December 20, 2023

C. General Instructions

Upon request, the City will officially distribute submission package documents from the Division of Purchasing. Proposers are encouraged to obtain submission package documents from the Purchasing Division’s website, <https://niagarafallsusa.org/government/city-departments/purchasing/>.

Copies from any other source are not considered official copies. Only Proposers who obtain documents from the official sources listed are guaranteed to receive addendum information if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy through the official sources indicated above.

The envelope or packing container containing the submission must bear the Proposer’s name and address, be sealed, and must be clearly marked in the **LOWER LEFT CORNER** with the

submission number **RFP # 2023-32**. Submissions, which are received in a packing envelope or container should also bear the submission number on a conspicuous place. Failure to do this may necessitate the premature opening of the submission, which may compromise its confidentiality.

Proposers(s) must submit or deliver four (4) original copies, one with original signatures and one (1) copy in PDF format on a USB/thumb drive of the proposal to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall, Room 214
745 Main Street
Niagara Falls, NY, 14301

Proposers will not be permitted to enter City Hall during the time in which it is closed to the public. Proposers may arrange to have RFP packages delivered via USPS, UPS, FedEx, or a similar delivery service. Please note that the Purchasing Division must still receive those deliveries no later than the scheduled time set forth on **Page 3** herein. Proposers assume the risk of the method of dispatch chosen.

Proposers who are unable or do not elect to utilize a delivery service may call (716) 286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the Main Street entrance security desk inside City Hall. Calls to schedule an appointment should be made no later than 3:00 p.m. the day before the scheduled Proposal Due Date. The City takes no responsibility for the late arrival of RFP packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.

Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Postmarking by the due date will not substitute for the actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

The total number of pages contained in this package should be **thirty-seven (37) pages**. If any pages are missing, please contact the Purchasing Division.

D. Project Objective

The City of Niagara Falls is seeking to enter into a contract with a qualified and experienced firm to provide banking services to support the daily financial/fiscal operations of the City as outlined in the Scope of Services requirements. A thorough and well-developed analysis of City financial requirements is expected from interested Proposers in order to evaluate current service levels and provide alternate and/or additional service options that may best meet the needs of the City.

Section 2 – Scope of Services

The services outlined below are the minimum expected by the City and should not be construed as a complete listing of services that may be offered by an institution or will be considered by the City. Each institution is encouraged to list all services in their proposal that they think would be of benefit and/or interest to the City.

1. Maintain a branch in the City of Niagara Falls, New York. If not within reasonable distance (Niagara County), present a solution for deposits or other banking activities that would need to be made at a bank location.
2. A dedicated person in the Niagara County area to manage banking relationships. When contacted by the City, a return call, email etc. must be made within 24 hours, weekends excluded.
3. Have online banking solutions which should include, at a minimum, account access, check look up, deposit look up, ACH services, EFT services, wire services, online bank statement access, etc. The City expects robust online capabilities from the successful candidate with appropriate security measures.
4. Remote deposit of checks or similar service capabilities for the City is required.
5. Bank statements should be available online within 2 business days of the end of the month.
6. Have the ability to accept and process direct deposit files for Payroll, which are generated by the City. If necessary, work to resolve any payroll transmission and/or file conflict. This responsibility and cost will reside with the successful candidate.
7. The City desires to have property tax collections available at local bank branches to assist its residents. Provide detail as to how this process will be made available.
8. Actively provide check and or bank fraud protection. This protection should be described in your proposal.
9. Provide a purchasing card solution to the City. Appropriate fraud and security measures must be in place which include but are not limited to daily, monthly, and transaction limits. Vendor restriction capabilities should also be a possibility. Solution must have an online portal for report and activity tracking by the City administration. There can be no minimum number of cards issued and active.

10. Abide by the City's stale dated check policy.
11. Provide a solution for credit card payment services for City approved vendors. If applicable, please outline your Purchase Card Rebate program.
12. The ability to handle all current banking activities outlined for the City in Appendix A.
13. Describe any new services or ideas that will enhance the City's use of cash management services and receivables management.
14. Adhere to the City's Investment Policy (**Exhibit B**).

Section 3 – Proposal Format and Content

A. Technical Plan

Each proposal shall include a narrative description of the Proposer's approach to each of the required tasks, including the development of resource material, document management, reporting requirements, project management approach, and key staff involved. Proposals shall also outline staffing and other resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in an efficient and equitable manner.

B. Experience and Team Members

Proposers must provide a specific description of your firm's experience with similar work of this nature and specifically identify experience related directly to the tasks identified in this RFP. Proposers should also identify if any work or experience was gained with the City of Niagara Falls, New York State, or other municipal body. Proposers should provide references or other supporting documents which can substantiate and reinforce their experience. References should include the name, phone number and email of a contact person who can directly attest to the work performed.

C. Budget

Proposers must include a proposed budget that identifies a breakdown of all the anticipated costs by task, including any additional tasks that the Proposer may have identified according to Section 3 of this RFP.

D. Changes, Additions, Deductions, and Additional Work

Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the Proposer. No extra work shall be done, or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the Proposer's cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

E. Termination of Contract

The City may, by written notice to the Proposer, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the Proposer shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

This contract shall be terminated for cause if the Proposer defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

F. Independent Contractor Status

The parties agree that the Proposer operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship.

G. Indemnification and Insurance Requirements

To the fullest extent permitted by New York law, the Proposer, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of

the provider during the Proposer's performance of the agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Proposer, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements.

The Proposer agrees that it will procure and keep in force at all times at its own expense insurance in accordance with the requirements set forth in **Exhibit "C"** hereto.

H. Task List

Proposal narratives should include responses to each of the eight (8) tasks listed below.

Task 1 Qualifications and Experience:

1. Describe your organization, ownership, date founded and other business affiliations or associations. Please provide the number of bank locations in the Niagara County region.
2. Provide the address of the office(s) that will service the City.
3. Describe the experience of the financial institution in providing similar services to other public clients. Please provide the number of public clients by type that are serviced by the institution.
4. Provide documentation that your financial institution has been evaluated by an independent bank rating agency and been found "Outstanding" or Satisfactory" for the most recent four (4) consecutive quarters.
5. Provide documentation that your institution is in compliance with all applicable Federal and State banking guidelines. Please attach a copy of the bank's latest 2 years' annual reports.

Task 2 Personnel:

1. Provide information on the financial institution officers that will be directly involved in the management of the City's relationships. This information should include the length of time they have been with your institution. This information should include who the primary contact will be for the City and what experience this individual(s) has working with public and governmental clients.
2. Provide an organizational chart for the personnel who will be associated with the City's accounts. Include the roles of each person and illustrate the relationship among the personnel.

3. Please provide a detailed copy of your bank's policy relative to the prohibition of discriminatory employment practices & Affirmative Action/Equal Opportunity guidelines.

Task 3 Banking Service:

1. Describe the financial institution's ability to provide the banking services described above.
2. Describe how interest will be calculated and credited on all accounts.
3. Describe what variables or benchmarks are utilized to calculate the interest rates on accounts.
4. Provide the timeline for a deposit to be credited and available for use.
5. Please attach relevant cash management brochures, published price list, and your bank's availability schedule.

Task 4 Control:

1. Describe the bank's backup and recovery capabilities in the event of a data breach or manmade and/or natural disaster.
2. Provide an overview of the bank's controls to ensure the integrity of the funds transfer system.
3. Describe the types of insurance maintained and bonding carried

Task 5 Conversion:

1. Describe in detail a conversion plan including a timeline to transition the City's banking accounts and related needs to your institution. Identify the members of the transition team in your institution.
2. Describe what lead time you believe will be needed before the conversion begins.
3. Indicate your educational approach, plans and timeline for educating the City staff in the use of your systems. All training must be at no cost to the City at any time.

Task 6 Reporting:

1. Describe the frequency, format, and samples of reports that would be provided to the City on a routine basis.
2. Describe your institution's ability to customize reports if needed by the City in this proposal.

Task 7 Pricing and Account Analysis:

1. Provide a complete fee schedule for all the services described in your proposal. A list of the City's estimated monthly transactions is provided at the end of this proposal for pricing purposes in **Exhibit A**. Fees related to all services described in the proposal must be listed. If you believe a fee(s) may occur based upon your institution's experience with similar organizations, include these in your proposal. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Pricing must be guaranteed to not exceed those listed for a period of three (3) years. Any costs and or fees associated with the requested services not listed on the Fee Schedule at the end of this proposal will be assumed to be free of charge. Great care should be given to this section of the proposal, as fees related to services are of great importance to the City.
2. If there is a discrepancy between the City and the bank, please describe the procedure used to correct the difference and to ensure the adjustment is made on a timely basis.
3. Describe the institution's policy on any overdraft of a deposited check and the timeline.
4. Will funds collected up to midnight be available the next morning for investing?
5. The bank must collateralize all funds processed through the lockbox. The City will require documentation of the collateralization, including the amount and third party hold arrangements.
6. The City requires Positive Pay and Bank Reconciliation.

Task 8 References:

Three references for public agencies should be listed in the proposal response. Include the length of time you have provided services, the client's name, contact person, address, email address, and phone number. The agencies listed should be current relationships of the institution.

Section 4 – Contract Award

A. Contract Award

It is the City's intent to enter into a contract(s) with a Proposer(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously complete the requirements of this RFP. The evaluation criteria used for this RFP is as follows:

1	Responsiveness to the requirements of the RFP, as well as the relevance of the responses to the needs of the City;	30%
2	Scope of services offered including degree of automation;	15%
3	Experience of the bank in providing similar services to local governments;	10%
4	Professional experience and qualifications of the individuals assigned to the account;	10%
5	Financial strength, adequacy of financial controls, security and compliance with all applicable state and federal regulations for the services proposed;	10%
6	Implementation/transition plan; and	10%
7	Cost proposal (including both direct, indirect costs, rebates, rates).	15%

The City may award the work, in whole or in part, to a Consultant(s) to perform the work described herein. The City reserves the right to reject any and all bids, waive technicalities, and make the award(s) as deemed in the best interest of the City.

Section 5 – Standard Proposal Information

A. Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign the proposal.

B. City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

C. Proposal/Bid Bond

No Proposal/Bid Bond is required for this RFP.

D. Performance Bond

No Performance Bond is required for this RFP; however, a letter from a surety confirming the Proposer's current financial security along with a financial statement would be beneficial in the review of the Proposal.

E. Certifications Required

Proposers shall complete and return the "Vendor's Certification & Assignment of Claim", the "Affidavit of Non-Collusive Submission Certification" and the "Certification of Compliance with the Iran Divestment Act" attached hereto as **Exhibit "D"**.

Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

F. No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Proposer from this procurement.

EXHIBIT A

Pricing and Account Analysis Comment Sheet (Page 1 of 3)

Please respond to the RFP on the following pages. Should you need additional space please attach additional pages as required.

Name of Bank _____

Key Contact (s) _____

Telephone Number _____

Email Address _____

Notes to Service Charge Schedule

Service Charges	Bank Price
Monthly Maintenance Charges (per account, Based on anticipated accounts)	
FDIC Assessment	
Non-Sufficient Funds (per item)	
Checks Processed	
Checks Deposited	
Stop Payment Charges	
Bank Confirmations	
Balance Inquiries (per inquiry)	
Account Reconciliations (monthly fee, per account)	
Electronic Wire Transfer	
Automated Clearing House Transactions (monthly charge)	
Check Machines	

1. Please list any miscellaneous charges (i.e., check printing, deposit tickets, bags, currency handling, return check fees etc.), which are not included in this schedule.
2. Attach description of the Online Cash Management Product and provide information regarding any installation and startup cost.

Pricing and Account Analysis Comment Sheet (Page 2 of 3)

Earnings Credit

Please briefly explain your bank's earning credit, to include the following:

1. Which accounts receive earnings credit (i.e., all, non-interest bearing etc.)
2. From what index is the banks' earnings credit rate fixed and how many basis points above or below this index will the City's earnings credit rate be set.

Compensating Balances

For the items and volumes previously presented, what compensating balances would the City need to maintain at your bank in order not to pay any monthly service charges for all services to be provided? (Please show calculation).

Statement

Please attach a sample of a monthly demand deposit account statement.

Collateral Policies

Please describe the method by which your bank determines proper collateralization of the City's accounts (i.e., actual balances, average balances, daily basis, or monthly balances). How often are the confirmations of collateral sent to the City?

Bank Accounts

Below represents a current listing of all City bank accounts:

- CNF-Bi-Weekly Payroll Account
- CNF-Capital Improvement Checking
- CNF-Cities RISE Checking
- CNF-Cities RISE MM
- CNF-City Market Checking
- CNF-City Market MM
- CNF-City Marshal Trust Funds MM
- CNF-Energy Account MM
- CNF-General Fund Checking
- CNF-General Fund MM
- CNF-Golf Course MM
- CNF-Greenway Funds MM
- CNF-Parking Lots and Ramp MM
- CNF-Parking Violations MM
- CNF-Risk Retention Checking
- CNF-Senior Center MM
- CNF-Tribal Revenue MM
- Comm Develop-CDBG Program Ckg
- Comm Develop-Escrow Fund Ckg
- Comm Develop-F.S.S. Escrow Rehab Fu
- Comm Develop-General/Casino Ckg

(continued)

Pricing and Account Analysis Comment Sheet (Page 3 of 3)

- Comm Develop-Home Program Ckg
- Comm Develop-Housing Trust Fund Ckg
- Comm Develop-Housing Trust Fund MM
- Comm Develop-Leased Housing-HAP Ckg
- Comm Develop-Misc Revenue Ckg
- Comm Develop-Misc. Revenue Fund MM
- Comm Develop-Niagara County Sec 8 C
- Comm Develop-Revolving Loan Fund Ck
- Comm Develop-Revolving Loan Fund MM
- Comm Develop-Section 8 Operating Ck
- URA-Checking
- URA-MM

EXHIBIT B

INVESTMENT POLICY FOR CITY OF NIAGARA FALLS, NEW YORK **(2023)**

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on behalf of the CITY OF NIAGARA FALLS, NEW YORK [hereinafter "CITY"] or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the CITY's investment activities are, in priority order:

1. To conform with all applicable federal, state and other legal requirements (legal);
2. To adequately safeguard principal (safety);
3. To provide sufficient liquidity to meet all operating requirements (liquidity); and
4. To obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the City Controller who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the CITY to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not

for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the CITY to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the CITY for all moneys collected by any officer or employee of the government to transfer those funds to the City Controller within 10 days of deposit, or within the time period specified in law, whichever is shorter.

The City Controller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

<i>Depository Name</i>	<i>Maximum Amount</i>	<i>Officer</i>
Manufacturers and Traders Trust Company	\$100 Million	City Controller

VIII. COLLATERIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of CITY, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value” as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt to obligations are rated in one of the three highest rating categories by at least one categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability – is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the CITY or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the CITY authorizes the City Controller to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligation of the State of New York
- Obligations issued pursuant to LFL §24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the CITY;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;
- Certificates of Participation (COPs) issued pursuant to GML §109-b;
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML §§6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the CITY within such times as the proceeds will be needed to meet expenditures or purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the CITY within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The CITY shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the CITY. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The City Controller is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The City Controller is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the CITY by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions;

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

INVESTMENT POLICY FOR CITY OF NIAGARA FALLS, NEW YORK
(2023)

APPENDIX A

Schedule of Eligible Securities

- (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Bank, the Asian Development Bank, and the African Development Bank.
- (iii) Obligations partially insured, or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- (iv) Obligations issued or fully insured, or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally statistical rating organization.
- (ix) Any mortgage related securities as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

EXHIBIT C

Insurance Requirements

CITY OF NIAGARA FALLS, NY **INSURANCE REQUIREMENTS**

Instructions pertaining to:

VENDORS & PROFESSIONAL SERVICES INSURANCE COVERAGE AND CERTIFICATES

1. GENERAL PROVISIONS

As to all required insurance:

- a) The Vendor shall provide current Certificates of Insurance and accompanying documents as described herein for the City's approval prior to City's signing of contract(s).
- b) "Certificate Holder" shall be: **City of Niagara Falls, NY, 745 Main Street, Niagara Falls, NY 14301.**
- c) Coverage must comply with all specifications set forth herein.
- d) All insurance documents must be executed with authorized signatures.
- e) The Vendor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- f) Failure of the City to object to the Vendor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Vendor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverage or issue any formal approval or acceptance of such evidence.
- g) The Vendor's liability and indemnification of the City shall not be relieved or diminished by the Vendor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Vendor's insurance coverage.
- h) In addition to Certificates of Insurance and other documents, the Vendor shall provide to the City and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- i) When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Vendor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- j) The Vendor will assure that any and all subcontractors retained by the Vendor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).
- k) The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any of the coverages required herein of the Vendor.

- l) The City reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage.

2. LIABILITY INSURANCE

The Vendor agrees to secure and maintain, at the Vendor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Vendor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

a) COMMERCIAL GENERAL LIABILITY

- (1) **Occurrence based Commercial General Liability:** Coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations and contractual liability. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the VENDOR:

General Aggregate	\$2,000,000.00
Products & Comp/Op. Aggregate	\$2,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$ 50,000.00
Medical Expense (any one person)	\$ 5,000.00

- (2) **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

"City of Niagara Falls and its employees, officers, board members, commissioners and authorized volunteers."

The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that affects this coverage in each policy must be provided to the City with the Certificate of Insurance.

- (3) **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.

- b) **AUTOMOBILE LIABILITY INSURANCE** - Bodily Injury and Property Damage, coverage for the Vendor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment, and all other owned, hired, and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Vendor:

Combined Single Limit	\$1,000,000.00
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- c) **EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** - Applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

See Section 2 (a) (2) above for additional insured requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

- d) **PROFESSIONAL LIABILITY** - If the Vendor's work involves rendering professional services, the Vendor shall provide Professional Liability coverage for the Vendor's errors, omissions, and negligent acts arising from the performance of the Vendor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence/Claim	\$1,000,000.00
Aggregate	\$3,000,000.00

- e) **CYBER LIABILITY** - If the Contractor will be communicating electronically with the City or any of its agents, the Contractor must have coverage applicable to first and third party claims including but not limited to data compromise expenses and liability, forensic review costs, legal review costs, data restoration and re-creation costs, public relations costs, extortion costs, network security liability, identity recovery costs, regulatory fines and penalties, and credit monitoring costs. This coverage must also include computer crime coverage including but not limited to \$100,000 for social engineering & funds transfer fraud. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

3. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** - Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- a) **REQUIREMENTS** - To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must (1) be legally exempt from obtaining workers' compensation insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan.

- b) **COVERAGE EVIDENCE** - The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(1) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required;

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board).

-OR-

(2) Either: **C-105.2**, Certificate of Workers' Compensation;

Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage.

-OR-

(3) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance;

Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

4. **NEW YORK DISABILITY (NYDBL)** - Coverage required by the laws of New York State, as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 (8):

a) **REQUIREMENTS** - To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

b) **COVERAGE EVIDENCE** - The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(1) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required;

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board).

-OR-

(2) Either: **DB-120.1**, Certificate of Disability Benefits Insurance;

Or: **DB-820/829**, Certificate/Cancellation of Insurance.

-OR-

(3) **DB-155**, Certificate of Disability Benefits Self-Insurance.

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EXHIBIT D

**Assignment of Claim,
Affidavit of Non-Collusive Submission,
and
Iran Divestment Act Compliance
Certifications**

VENDOR'S CERTIFICATION AND ASSIGNMENT OF CLAIM

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK.

FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

NAME & TITLE OF AUTHORIZED CONTACT

AUTHORIZED SIGNATURE

DATE

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, Proposer, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other Proposer, firm or person who is submitting or potentially submitting on this project and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause, or induce any Proposer, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Proposer, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any Proposer, firm or person, or offered, promised or paid cash or anything of value to any Proposer, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any Proposer, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any Proposer, firm or person, and has not been promised or paid cash or anything of value by any Proposer, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT
SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

[SIGNATURE ON FOLLOWING PAGE]

PROPOSER NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

Sworn to before me this ____ day
of _____, 20__

Notary Public

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION – SIGNATURE PAGE

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Proposer/Bidder/Contractor, any person signing on behalf of any Proposer/Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Proposer/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the agreement or contract, should the City receive information that a Proposer/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, Proposer, or entity an opportunity to respond. If the person, Proposer, or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Proposer/Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, depose and say that I am the _____ of _____, the Proposer making this submission and that neither Proposer/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature

Sworn to before me this _____ day
of _____, 20_____

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
– SIGNATURE PAGE**

EXHIBIT E

CITY OF NIAGARA FALLS NON-SUBMISSION CERTIFICATE

Instructions:

- 1. Place an X on the appropriate line(s) below.
- 2. Complete and return ONLY this page of the package.
- 3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

- _____ We are not making a submission.
- _____ We request that you remove our name from the mailing list for this offering only.
- _____ We request that you remove our name from the mailing list for all future offerings made by the City.

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

SIGNATURE: _____ DATE: _____

EXHIBIT F

City of Niagara Falls

Affirmative Action/Equal Employment Opportunity Policy Statement

The City of Niagara Falls is committed to furthering the principles of equal employment opportunity of all employees and applicants for employment without regard to age, race, creed, color, national origin, sex, orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. The City also acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment, and retaliation. Accordingly, the City of Niagara Falls will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be non-discriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment.

Providing equal employment opportunity is a system-wide effort. The City shall ensure that all employees, department heads, administrators, boards, commissions, and committees are aware of their rights and obligations under this Policy and encourage work environments reflecting appreciation and respect of differences.

The City has been and will continue to be an equal opportunity organization. No minority and Women-Owned Business (MWBE), employee, or applicant will be discriminated against because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. The City will take affirmative action to ensure that MWBE's, employees and applicants are treated without regard to these characteristics. In particular, the City will:

- Include MWBE's in solicitations;
- Recruit, hire, train, place and promote persons for all jobs without regard to age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status;
- Take affirmative steps to ensure that MWBE's have full participation in our procurement process; and
- Administer other personnel functions, such as compensation, benefits, transfers, layoff, returns from layoff, and company-sponsored training, education, tuition assistance and social and recreation programs without regard to age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

Discrimination is prohibited on account of age, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status in employment under this contract: (a) in the hiring of employees of work under this Contract or Subcontract hereunder, no Contractor no any

person on behalf of such Contractor shall by reason of age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status, discriminate against any person who is qualified and available to perform the work to which employment related; and (b) no Contractor or any person on behalf of such Contractor shall in any manner discriminate against or intimate employees hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

The City will periodically analyze its procurement and personnel actions to ensure compliance with this policy. If there are questions or concerns regarding the administration of this policy or if someone believes she/he has not been treated in accordance with our policy contact:

Karen Abramaitys
Equal Opportunity Compliance Officer
745 Main Street, Niagara Falls, NY 14301
(716) 286-4327

(Name)
(Title)
(Location)
(Phone)

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