HOUSING AUTHORITY

OF THE

CITY OF COLLEGE PARK

REQUEST FOR PROPOSALS

BANKING SERVICES

RFP 2026-1

Issued: August 11, 2026

Deadline September, 11 2026 4:00PM EST

Comment Deadline: September 1, 2026 4:00PM EST

I. INTRODUCTION

The Housing Authority of the City of College Park (HACCP) is currently seeking proposals from local qualified financial institutions to provide full, integrated banking services to the HACCP. The HACCP intends to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. As such, banking services proposals must include services for the account system outlined. Truist Bank currently provides banking services to the HACCP. This request is to test the market to assure that the HACCP is receiving the optimum level of service at a competitive price.

The HACCP enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The HACCP maintains contractual arrangements with the United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program 108 units. The HACCP 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.

The HACCP will make every effort to administer the proposal process in accordance with the terms and dates outlined in this Request for Proposals (RFP). However, the HACCP reserves the right to modify the activities, timeline or any other aspect of the process at any time and as deemed necessary by HACCP staff. By requesting proposals, the HACCP is in no way obligated to award a contract or pay the expenses of proposing banks in connection with the preparation of submission of a proposal. The awarding of a contract shall be contingent on the availability of funds and the requisite staff and HACCP Board approval.

BACKGROUND

The banking services contract award is for five (5) years. HACCP invites qualified and interested banking institutions ("Respondents") to submit proposals in response to this Request for Proposal (RFP) solicitation.

II. MANDATORY QUALIFYING CONDITIONS

Proposers must meet the qualifications described in this section in order to submit a proposal.

1. **Intent to Propose:** Financial institutions must submit an email to Michelle Johnson, Executive Director to mcjohnson@haccp.agency , indicating their intent to propose that includes the contact name(s), phone number(s), and email address of the individual(s) to which RFP Question/Answer detail.

2. **Full-service branch within Maryland:** The proposed financial institution must be a Federal or State of Maryland chartered financial institution. The financial institution must have a full-service branch located within Maryland for the full term of the banking contract or be able to demonstrate how banking services not provided by a local bank would not increase HACCP costs or unnecessarily encumber staff time. This branch bank must be able to offer the full range of banking services required by this RFP. Any question as to whether a proposing institution meets this qualifying condition may be submitted in writing to Michelle Johnson, Executive Director to mcjohson@haccp.agency prior to submission of a proposal by **September 1, 2026.**

3. **Qualified Public Depository:** The proposing financial institution must be a qualified depository for public funds pursuant to Maryland. The financial institution must be a member of the Federal Reserve System and must have access to all Federal Reserve services (e.g., check processing, electronic funds transfer, etc.) The financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC).
4. Annual Contributions: 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.
5. 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).

6. **Strength and Stability:** The financial institution selected to perform banking services shall maintain a capital structure equal to or greater than the amount the HACCP has on deposit with them at any time during the term of the agreement. This calculation shall include both demand deposits and term deposits such as certificates of deposit and savings accounts. Each proposing institution shall submit with their proposal a copy of their annual financial report for the past three (3) years. The successful proposer shall, for the duration of this contract, continue to furnish to the HACCP updated issues of their financial report in a timely manner.

7. **Legal Compliance:** By submitting a proposal, the financial institution represents and warrants that it is familiar with local laws and ordinances, and will conform to all local, state, and federal laws, including but not limited to workers' compensation and all anti-discrimination laws.

8. **Technology:** The financial institution shall have the ability to supply web-based information reporting systems and allow multiple users with different security level access; provide electronic notifications, provide electronic images of cleared checks front and back, direct deposit services, wire transfers, cashier's checks, electronic funds and automatic clearinghouse transfers.

SCOPE OF SERVICES

The banking institution selected will be required to meet the objectives described in the overview of the various bank accounts listed below and should be able to provide services for the list of financial and investments services needed. Any dollar amounts and activity volumes provided are estimates.

1. REQUIRED ACCOUNTS

HACCP will initially require **6** bank accounts and of this total, these accounts and their primary characteristics are described below:

- General Operating Fund Checking-Interest Bearing Account
- Money Market Account- Interest Bearing Account
- Payroll Account- Business Checking
- Business Savings Security Deposit Account-Interest Bearing Account
- Resident Council- Fundamentals Checking
- College Park Affordable Housing Coalition- Simple Business Checking

1. The General Fund (Checking Account), core bank account serves as the master account, which include the Tenant Rent Collections, Disbursement-Accounts Payable. The awarded banking institution will respond with the most favorable and maximum investment credit/income for this account. This account will be the primary account to receive the Automated Clearing House (ACH) deposits from HUD as well as program funds from other local governmental units.

2. The Money Market Account- Interest Bearing Account.

3. Payroll, this account will serve as the funding source for payroll on behalf of HACCP. The payroll account will be funded by the General Fund account described above to cover debit transactions.

4. Business Savings Security Deposit Account-Interest Bearing Account, this account is used for security deposits associated with the Public Housing program. State law requires that tenants' security deposits be maintained in a separate account. Minimal activity is associated with this account – deposits are made for tenant's security deposits for new leases and to return deposits to tenants upon move-outs.

5. Resident Council, this account holds the funds issued to the HACCP resident account for resident activities.
6. College Park Affordable Housing Coalition, this account holds all funds raised by the HACCP Nonprofit.

REPORTING REQUIREMENTS

The successful bank will provide the following items, documentation and/or reports to HACCP.

a. Timely debit and/or credit memoranda for **all** transactions except deposits made directly by HACCP and checks written by HACCP. Examples are ACH deposits, returned checks charged back, wire transfer confirmation and stop payment charges. List all Returned Checks individually.

b. Monthly bank account statements and Reconciliation Reports should be received electronically by HACCP no later than two (2) business days for statements and five (5) business days for Reconciliation Reports after the end of each month. For checking accounts, the bank should provide a statement listing checks in numerical order.

d. Software for on-line access, including access to issue stop payments, voids and on-line transfers.
For all accounts as described in Section above, an electronic daily recap statement of both a) funds transferred to different zero balance accounts, and b) funds transferred from any account described in Section above.

e. A monthly report listing all collateral securities pledged to cover deposits of HACCP.

f. A monthly statement providing an analysis of the monthly interest calculation on interest-bearing accounts, earnings credit or other fee reducing service. The published Treasury bill rates used to determine the interest rates earned should also be provided.

g. Escrow Management Services – These separate escrow accounts will provide escrow management services to Low Rent Housing and Section 8 families participating in the escrow management program. These escrow accounts should be maintained as a group under a single Parent Account.

j. Detail or summary information in both on-line and hard copy format related to all bank accounts. Provide services for all check issued disbursement accounts to verify if checks are cancelled, have stop payments placed on them or are cleared.

k. A remote deposit scanner which HACCP will use to deposit all checks and money orders electronically. The scanner should also generate a detailed report, which reflects all scanned items in detail format.

l. Credit/ Debit Cards

BANKING SUPPLIES

Banking documents and services customarily provided to demand deposit customers will be provided to HACCP at no charge. These documents and services include deposit slips, endorsement stamps, investment advisory services and other miscellaneous services.

AVAILABILITY OF FUNDS

The Bank will guarantee immediate availability of all wire transfers, U.S. Treasury checks and ACH deposits. All other checks will be based on one-day availability.

INVESTMENT INCOME/CREDIT

The awarded banking institution will respond to Exhibit I with interest rates and monthly amounts of investment income/credit.

BANKING SERVICE FEES

The Bank will respond to a detailed schedule of bank service fees based on each type of account and services as shown in Exhibit II. The awarded banking institution's generic fee schedule will not be accepted in lieu of Exhibit II.

BANK SERVICES CONTACT

The Bank must designate a minimum of one senior staff person and a corporate/business customer service department toll free number who has access to handle normal daily inquiries and changes during and after banking hours.

ELECTRONIC BANKING

The Bank will provide on-line access to electronic banking. HACCP will retrieve bank information directly through the use of a personal computer or terminal and modem. The system will allow instantaneous access to on-line:

a. Daily account balances with individual account totals as well as grand total.

b. All itemized debits and credits with individual account totals as well as a grand total.

c. Itemized return items with individual account totals as well as grand total.

d. Daily transaction reports

e. Print & view checks (front & back)

f. Entry and review of stop payments with the capability to review cleared checks prior to actual stops.

g. Stop payments held on record for a period of twelve (12) months by the bank.

h. Electronic Funds transfer capability for all accounts.

i. Print and save (storage) capabilities for each function listed above.

j. Capability to produce a full Bank Reconciliation monthly for all Housing Assistance Payment and General Fund AP bank accounts.

k. Scanned checks and money orders for a minimum of 1 year. The bank should also provide software, which allows a minimum of 90 days of scanned checks and money orders to be maintained on HACCP premises.

DIRECT DEPOSIT

The Bank will provide direct deposit services, ACH, and wire transfers, both incoming and outgoing.

CHECK IMAGING

The Bank will provide check imaging and bank statements available on-line for up to 7 years.

POSITIVE PAY/REVERSE POSITIVE PAY SERVICES

Describe the bank's ability to provide Positive Pay or Reverse Positive Pay services. What type of data transmission can the bank accept? What is the deadline for the transmission of check issuance files to the bank? How much time will the HACCP have to review discrepancies and notify the bank to pay or reject? How is the HACCP notified?

CHECK SCANNER

The Bank will provide HACCP with a scanner, which HACCP will use to deposit all checks and money orders electronically. The scanner should also generate a detailed report, which reflects the scanned items in detail format.

CORPORATE CREDIT CARD

The Bank will provide Visa and/or MasterCard credit under the Agency's name for specific individuals.

TERMS AND CONDITIONS

All of the above-required bank accounts must meet collateralization within federal guidelines, as stipulated in form HUD-51999 General Depository Agreement. It states that any portion of HACCP's Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations (Form HUD-51999).

HACCP reserves the right to close existing accounts or to open new accounts, as operations require. Any additional account opened during the contract period is subject to the same requirements as specified in the proposal.

Participating institutions must meet the following minimum qualifications:

1. Depository bank must maintain a full-service branch or home office in Maryland.

2. Depository bank must comply with the terms set forth in the General Depository Agreement (Form HUD 51999) and depository bank must not be currently designated as "troubled" or otherwise been declared as financially or operationally unstable by any Federal or State banking regulatory agency.

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5#2

INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

1. GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information and may be evaluated easily.

2. SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

All inquiries regarding this RFP and any correspondence relating thereto shall be submitted in writing to the Executive Director at the following:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson, Executive Director

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Thursday, Monday September 1, 2026 by 4:00 PM EST. Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the HACCP website www.haccpmd.agency .

SUBMISSION DATE

All proposals must be received by 4PM EST on , September 11, 2026. Proposals shall be submitted in sealed packaging marked **"RFP 2026-1 Banking Services"** and addressed to:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson, Executive Director

ELECTRONIC SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED FOR THIS PROCUREMENT.

CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by HACCP with the Respondent receiving the highest rating based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to HACCP, cost and other factors considered.

> Proposals shall not exceed 30 pages, excluding the Cost Proposal and supporting materials. Proposals shall be submitted in two parts: Part I shall be titled, "Technical Proposal" and Part II shall be titled, "Price Proposal." **Respondents shall submit one (1) original and four (4) copies of both the Technical Proposal and Price Proposal**, prepared in such format and detail as to enable HACCP to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. The Technical Proposal shall not contain any pricing information.

PROPOSAL FORMAT

Proposals shall be formatted on 8.5” by 11” letter-size paper, bound lengthwise, with tabs to separate sections. Comb Coil or Spiral Binding shall not be used. Proposals must include each item in the order outlined below. Each sub-section must be separated by tabs with sub-section headings. **Technical Proposals are limited to thirty (30) pages excluding the Price Proposal, exhibits, and supporting documentation** referenced and shall be paginated and organized as described below.

PART I: Technical Proposal shall contain:

1) Table of Contents
2) Letter of Interest
3) Documentation to substantiate each listed Evaluation Criteria
   - Qualifications
   - Experience
   - Capability of Respondent
   - Management Approach and Methodology
   - Demonstrated Understanding of the Services
4) References
5) Experience with HUD Section 3 & Section 3 Plan
6) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
7) Certifications and Attachments

PART II: Price Proposal shall contain:

1) Pricing Package No. 2 shall contain price proposals only.
   (Complete Exhibits I & II Price Proposal)

TECHNICAL PROPOSAL

Detailed information about the requirements of each part is listed below. At a minimum, these sections should contain the following:

1. **Table of Contents**
2. **Executive Summary/Introduction**
   Letter of Interest that includes executive summary/introduction detailing the history and attributes of the Bank; name and address of the Respondent; website and telephone number; email address of contact; a brief description of the understanding of the Institutions understanding of the Scope of Services; ability to perform the work and history of providing Banking Services for Independent Government Agencies
3. **Qualifications**
   Provide background of the level of staff who will be devoted to the banking services and evidence of the banking institution’s performance histories including accreditation, certification and regulatory compliance.

4. **Experience**
   Respondent's previous experience with government entities, public housing authorities, HUD funded programs or local governments, including letters of recommendation.
5. **Capability of Respondent**
   Evidence of the Respondent's ability to perform the banking services as described in the Scope of Services; organizational capacity necessary to successfully provide the required banking services.
6. **Management Approach and Methodology**
   Respondent's level of staff who will be devoted to the banking services; experience and qualifications of the specific staff assigned to HACCP's banking services.

7. **Demonstrated Understanding of the Services**
   Proposals should include the Respondent's understanding of Scope of Services and the objectives to be achieved. It must include the minimum information as identified. The Respondent may attach any additional information that is deemed useful to the related proposal.
8. **References**
   (Supporting Documentation not included in 30-page limitation.)
   Provide three (3) recent professional references from clients for whom the entity has provided Banking Services as described in the Scope of Services within the past 3 years. Include name, address, and telephone number, description of work performed, the dates of service, and the status of application (submitted, not submitted, successful, and unsuccessful). References may be con
9. **Experience with HUD Section 3 and Section 3 Plan**
   (Supporting Documentation not included in 30-page limitation.)
   Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 Clause outlined in Attachment G of this Solicitation.

MINORITY/WOMEN/CERTIFIED BUSINESS ENTERPRISE (M/WBE) EQUITY PLAN
(Supporting Documentation not included in 30-page limitation.)

a. Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs and to what extent minorities and women are included in the team that will advise HACCP.

b. Describe the diversity profile of the Respondent's shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's organization, including any history of such participation.

CERTIFICATIONS/ATTACHMENTS

(Supporting Documentation not included in 30-page limitation.)

Attach the following completed certification forms:

Attachment A: HUD 5370 General Conditions for Non-Construction Contracts Section I

Attachment B: General Depository Agreement HUD 51999 (GDA)

Attachment C: Tax Certification Affidavit

Attachment D: Non-Collusive Affidavit

Attachment E: Non-Collusive Affidavit HUD

Attachment F: Contract Compliance Requirements

Attachment G: Section 3 Contractor Clause

Proposals submitted with incomplete or missing certifications may be determined unresponsive and removed from consideration.

PRICE PROPOSALS

Complete Price Proposal Exhibits I and II.

Exhibit I- Price Proposal Monthly Investment Income/Credit

- Interest-Bearing Accounts: Competitive interest rates.
- Monthly interest payments.

Exhibit II – Price Proposal Monthly Bank Service Fees

- Clear structure of fees associated with all services, including maintenance, transactions, and additional services.

Banking institution's generic pricing sheet will not be accepted. Actual points assigned to each respondent in this category will be based on the offer's unit price and will be compared in accordance with the total price provided. The respondent with the overall lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score.

III. PROPOSAL PROCEDURES

Proposal Expiration:

a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the date specified for receipt of offers.
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than September 11, 2026 4:00 p.m.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. The postmark must show a legible date, or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the HACCP is the time/date stamp of HACCP on the proposal wrapper or other documentary evidence of receipt maintained by the HACCP.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the HACCP will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.

(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.

(d) "Day" means calendar days, unless otherwise stated.

(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

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

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, ***except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,*** including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orienta-tion, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selec-tion for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other man-ner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or ano-ther employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in cons picuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other-wise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

This Agreement, entered into this _ _ day of ___ ___ , 20____ by and between_ ___(herein called the "HA"), a duly organized and existing public body corporate and politic of the_ _ of___ __and___ __(herein called the "Depository"), located at ___ ___.

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.

2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated .
Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.

3. Except as stated in Paragraph 5, the Depository shall honor any **(a)** check or other order to pay from the Accounts, or **(b)** directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.

4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt

5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.
9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.
10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD
11. Strike this paragraph if inapplicable: Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.
12. Strike this paragraph if paragraph 2 applies: For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.
At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated as___ _.
Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.
13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

___________ _______________, on behalf of ____________ ____________
Title Organization (HA)

____________ _____________, on behalf of ____________ _____________
Title Organization (Depository)

___________ _______________, on behalf of _____________ ___________
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. **Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

____
HA
(SEAL)
ATTEST:
By____
Chairman

____
Secretary

____
Depository
(SEAL)
ATTEST
By____

HOUSING AUTHORITY
OF THE
CITY OF COLLEGE PARK
9014 RHODE ISLAND AVE • COLLEGE PARK, MARYLAND 20740
301-345-3600 PH • 301-345-4292 FAX

MICHELLE JOHNSON
EXECUTIVE DIRECTOR

ARELIS PÉREZ
CHAIRMAN

TAX CERTIFICATION AFFIDAVIT

The following affidavit is REQUIRED for all bids/offers over $100,000.00.

Date:_______________________

Name of Organization:____

Address:____

City:_________________________ State:______________ Zip code:__________________

Principal Officers ____

____

____

____

Phone Number: ________________________________

Maryland Finance & Revenue No.________________________________

Federal Identification No. ____

DUNs No.___________________________ Contract No.________________

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the Maryland.

2. The following information is true and correct concerning tax compliance for the following taxed for the past five (5) years.

Maryland:	Current	Not Current
Sales and Use	☐	☐
Employer Withholding	☐	☐
Hotel Occupancy	☐	☐
Corporation Franchise	☐	☐
Personal Property	☐	☐
Professional License	☐	☐
Arena/Public Safety Fee	☐	☐
Vendor Fee	☐	☐

I hereby certify that:

If not current as checked, in Item 2, I am in compliance with a payment agreement with the Comptroller of Maryland.

If yes, attach a copy of Agreement.

If an outstanding liability exists, and no agreement has been made, please attach a listing of liabilities.

The Housing Authority of the City of College Park is hereby authorized to verify the above information with appropriate government authorities.

Signature of Person Authorized________________________________

Title___________________________

Printed Name________________________

HOUSING AUTHORITY
OF THE
CITY OF COLLEGE PARK
9014 RHODE ISLAND AVE • COLLEGE PARK, MARYLAND 20740
301-345-3600 PH • 301-345-4292 FAX

MICHELLE JOHNSON
EXECUTIVE DIRECTOR

ARELIS PÉREZ
CHAIRMAN

Notary:

Subscribed and sworn to before me this _________ day of ____________, _________. My commission expires: ____________________. _______________________________________

Notary Public (Seal)

My Commission Expires ___________________________

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ARELIS PÉREZ
CHAIRMAN

NON-COLLUSIVE AFFIDAVIT

The following affidavit is REQUIRED for all bids/offers over 100,000.00

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

Signature: _______________________________

Bidder (if the bidder is an Individual _______________________________

Partner (if the bidder is a Partnership) _______________________________

Officer (if the bidders is a Corporation)

Subscribed and sworn to before me this ________ day of __________, ________. My commission expires: _________________. _________________________________

Notary Public (Seal)

My Commission Expires ______________________

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NON-COLLUSIVE AFFIDAVIT- HUD

The following affidavit is REQUIRED for all bids/offers over 100,000.00

______________________________, being first duly sworn, deposes and says that:

1. I am of the Bidder that has submitted the attached (owner, partner, officer, rep. or agent) Bid;

2. Fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the District of Columbia Housing Authority, or the owner of the property interested in the proposed contract.

5. No member of the District Council, or other Officer of the District, or the District of Columbia Housing Authority, or any person in the employ of the District of Columbia or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached document entitled, "Additional Eligibility Requirements of Contractors Who Bid on Community Development Funded Projects and Contracts", and affirm that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as of the date hereof;

I am/The Bidder is not indebted to the District of Columbia Housing Authority in any form or manner.

Signature: ______________________________

Bidder (if the bidder is an Individual ______________________________

Partner (if the bidder is a Partnership) ______________________________

Officer (if the bidders is a Corporation)

Subscribed and sworn to before me this _________ day of ___________, _________. My commission expires: ____________________. ______________________________

Notary Public (Seal)

CONTRACT COMPLIANCE REQUIREMENTS

The following Certifications and Affidavits are REQUIRED for all bids/offers over $100,000.00

Proposals without required Certifications and Affidavits are Non-Responsive; therefore, will not be considered.

The following documents shall be completed and submitted with your bid/offer and each of your proposed subcontractor's whose portion of the work is valued at $100,000.00 or more.

1. Affirmative Action Program Policy Statement completed and submitted on company letterhead.

2. Equal Employment Opportunity Employer Information Report completed and submitted.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

The following Certifications and Affidavits are REQUIRED for all bids/offers over $100,000.00
Bidders/Respondents must use this format to submit the REQUIRED EEO Policy Statement on company letterhead.

☐ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY.

☐ WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AN THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER, (B) RECRUITMENT OR RECRUITMENT ADVERTISING, (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

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ARELIS PÉREZ
CHAIRMAN

☐ AGREES TO POST IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT THE PROVISIONS OF THIS STATEMENT CONCERNING NON- DISCRIMINATION AND AFFIRMATIVE ACTION.

☐ AGREES THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, OR MARITAL STATUS.

☐ AGREES TO PERMIT ACCESS TO ALL BOOKS AND RECORDS PERTAINING TO ITS EMPLOYMENT PRACTICES AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO ITS BOOKS AND RECORDS.

☐ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN MARYLAND.

☐SHALL INCLUDE IN EVERY SUBCONTRACT THAT EQUAL OPPORTUNITY CLAUSES, SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Authorized Official and Title (Printed)____

Signature____

Firm/Organization____

Solicitation No.______________________________

Date_____________________

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Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Part I: HUD mandates that the Housing Authority of the City of College Park (HACCP) provide or assist Section 3 business concerns to receive contracting opportunities.

Section 3 Business Concern is a business that meets one of these categories, as documented within the last six-month:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month are performed by Section 3 workers; or
3. At least 51 percent owned and controlled by current public housing residents or residents living in Section 8-assisted housing.

How does Section 3 Business Concern differ from Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE)?

Section 3 Business Concern program is gender and race-neutral. The program's purpose is to direct contracting opportunities to low-income individuals and businesses that employ low-income individuals. You can get your business certified as MBE or WBE with Prince Geogre's County by visiting

https://www.princegeorgescountymd.gov/departments-offices/procurement/business-highway/certification-compliance-system

https://marylandwbc.org/

A non-profit organization can be a business concern if they meet one of the categories listed above.

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Why should a business self-identify as a Section 3 Business Concern?

A business that self-certifies can benefit from HUD-provided preferences indicated in HACCP's Section 3 Policy.

Part II: HUD also mandates HACCP to provide employment and training opportunities to low- and very low-income persons, especially to HACCP residents and participants of our leased housing program.

Who is a Section 3 Worker and Targeted Section 3 Worker?

Section 3 Worker is a worker that currently fits, or when hired within the past five years fit one of these categories:

1. Worker's income for the previous or annualized calendar year is below the income limit (see chart on HACCP Section 3 Affidavit Sheet)
2. Worker is employed by a Section 3 business concern
3. Worker is a YouthBuild participant

Targeted Section 3 Worker is a Section 3 Worker who:

1. Is employed by a Section 3 business concern
2. Currently fits or when hired fit one of these categories, as documented within the past five years:
   a. A resident of public housing or Section 8-assisted housing
   b. A resident of HACCP or participant of HACCP's leased housing program
   c. A YouthBuild participant.

Youth Build Participant is an at risk youth ages 16-24 who previously dropped out of high school that is partaking in a community-based pre-apprenticeship program.

What are the Section 3 employment percentage goals?

To the greatest extent feasible, HACCP must employ qualified persons that self-certify as Section 3 Workers to work at least **25 percent** or more of the total number of labor hours performed by all HACCP employees. At least **five (5) percent** of that 25 percent must be the total number of labor hours worked by Targeted Section 3 Workers.

Why should qualified residents and other low-income residents self-certify as Section 3 Workers and Targeted Section 3 Workers?

A HACCP resident or low-income person that self-certifies can benefit from HUD-provided preferences indicated in HACCP's Section 3 Policy.

Part III: The Section 3 Provision also applies to developers, contractors, and other entities receiving certain funds or involved with HACCP's procurement and contract ventures.

How can HACCP developers, contractors, and vendors advertise their economic opportunities to attract Section 3 Workers and Section 3 Business Concerns?

HACCP vendors, contractors, and developers should, among others, utilize HUD's Opportunity Portal to post jobs and contracts and visit HUD's Business Registry to find registered Section 3 Business Concerns. HACCP contractors, vendors, and developers should also use local, popular communication outlets to engage with the community, i.e., newspapers, TV, radio, flyers, and community partnerships.

Can Section 3 Workers, Targeted Section 3 Workers, Section 3 Business Concerns, and private citizens file a complaint related to the Section 3 program?

Yes. Submit a written complaint containing the complainant's name and a brief description of the alleged Section 3 violation to HACCP's Office of the Director with a copy to HACCP's Legal Department, as indicated in HACCP's Section 3 Policy.

SECTION 3 CLAUSE

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

Name: ________________________________

Title: _________________________________

Signature: _____________________________