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**

Michelle Johnson
Chief Executive Officer

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I. A. INTRODUCTION

A. 1 OVERVIEW

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.

A.2 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.

A.3 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, Chief Executive Officer 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 the

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, Chief Executive Officer 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 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.
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 antidiscrimination 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.

SECTION B-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.

B.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.

B.2 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.

B.3 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.

B.4 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.

B.5 INVESTMENT INCOME/CREDIT

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

B.6 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.

B.7 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.

B.8 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.

B.9 DIRECT DEPOSIT

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

B.10 CHECK IMAGING

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

B.11 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?

B.12 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.

B.13 CORPORATE CREDIT CARD

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

B.14 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

SECTION-C INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.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.

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

All inquiries regarding this RFP and any correspondence relating thereto shall be submitted in writing or by email to the Chief Executive Officer at the following:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson, Chief Executive Officer
Email: Mcjohnson@haccp.agency

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Tuesday, 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 .

C.3 SUBMISSION DATE

All proposals must be received by 4PM EST on Friday, 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, Chief Executive Officer

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

C.4 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. 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
(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.

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)

C.5 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).

C. 6 PRICE PROPOSALS

Complete Price Proposal Exhibits I and II.

Exhibit I- Price Proposal Monthly Investment Income/Credit

Exhibit II – Price Proposal Monthly Bank Service Fees

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.

FAIR PRICE STATEMENT

Provide a statement that your firm warrants the prices quoted are not in excess of those charged to non-governmental clients for the same services performed by the same individuals.

C.7 CONFLICT OF INTEREST

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial interests and any commissioner, officer, employee, or agent of HACCP or HACCP's affiliates or instrumentalities, including HACCP. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.8 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria.

Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified.

C.9 MANNER OF AWARDS

HACCP may award a contract or contracts upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by this solicitation.

C.10 RETENTION

All proposals are the property of HACCP, shall be retained by HACCP, and therefore, will not be returned to the Respondent.

C.11 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Chief Executive Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Chief Executive Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Chief Executive Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one (1) year after the closing date of this solicitation.

C.12 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent’s lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.13 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by HACCP for other than evaluation purposes. HACCP reserves the right to determine the proprietary or confidential nature of the information and shall treat such information, accordingly, based on its sole determination.

C.14 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT

The Respondent must demonstrate to the satisfaction of the Contracting Officer its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.15 SIGNING OF PROPOSALS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification (if determined prior to selection of award) or termination (if discovered after award). Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent’s authority to bind the Respondent, unless that evidence has been previously furnished to the Chief Executive Officer.

Proposals by a partnership must be signed with the partnership name, by or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any proposal by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the proposal. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

C.16 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least ninety (90) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least sixty (60) days thereafter; and upon acceptance by HACCP of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

C.17 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. Respondent's failure to acknowledge an addendum or amendment may result in rejection of the offer.

SECTION-D CONTRACT TERMS
Respondents will be asked to conform to the requirements outlined in Section D of this RFP in the event that they are selected as the result of this solicitation.

D.1 TERM OF CONTRACT
The term of the contract shall be for five (5) years from the date of award, as deemed appropriate in the representation of HACCP and subject to the availability of funds.

D.2 TYPE OF CONTRACT
HACCP intends to award a firm fixed price contract for services as specified in the Scope of Services in accordance with the unit Price Proposal Monthly Bank Service Fees in Exhibit II.

D.3 TIME
Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

D.4 INSURANCE
The successful Respondent, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by the Respondent in this section shall set forth HACCP as an additional insured **(as applicable)**.

The Respondent shall carry and pay for:

TYPE	LIMIT NOT LESS THAN
Commercial General Liability insurance on an occurrence (not claims – made) form that includes Contractual Liability (including indemnity obligations), Premises and Operations, Independent Contractor, Products and Completed Operations, Personal Injury and Broad Form Property Damage	$1,000,000 per claim $3,000,000 aggregate
Professional / Management Liability	$2,000,000 per claim $4,000,000 aggregate Maximum deductible $25,000
Automobile Liability	$1,000,000 combine single limit, for bodily injury and property damage coverage per occurrence
Fidelity HACCP or Crime Insurance	$2,000,000 per claim $4,000,000 aggregate
Worker's Compensation	Meeting all the statutory requirements of the State of Maryland and with the following minimum: Bodily Injury by Accident - $500,000 each accident Bodily Injury by Disease - $500,000 policy limits Bodily Injury by Disease - $500,000 each employee
Cyber Liability	Per Occurrence: $2,000,000 Aggregate: $4,000,000
Umbrella or Excess Liability	$ 4,000,000

Directors and Officers Liability	Covering negligent acts, errors and omissions, management errors and omissions during the period of contractual relationship with the County with limits at least equal to five million dollars ($5,000,000) per loss and in the aggregate. Bank agrees to provide a one-year discovery period under this policy - $10,000,000 per claim; $10,000,000 aggregate

Proof of such insurance shall be filed with HACCP prior to commencement of work. The Certificate of Insurance will name HACCP as an additional insured; provide Forty-Five (45) days written notice of cancellation or change and show HACCP as the certificate holder, as follows:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740

With respect to policies described above:

(a) These policies must be in place before the execution of the contract, as in-force insurance is a condition precedent to the contract;
(b) (b) Contractor shall provide HACCP with Certificate of Insurance annually as evidence of the limits of coverage described above;
(c) In the event the Contractor's insurance expires during the term of the contract, Contractor shall provide HACCP with copies of renewal certificates thirty (30) days prior to the expiration date of the expiring coverage;
(d) Insurance contracts shall require the insurance company to notify HACCP in the event of a substantial change in coverage during the policy term; and

In the event a claim arises out of this contract, the Contractor will promptly notify the HACCP Chief Executive Officer, Michelle Johnson by email at mcjohnson@haccp.agency . In addition, the Contractor will investigate and furnish the HACCP with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of HACCP.

D.5 METHOD OF COMPENSATION

Monthly Payment of Services:
HACCP shall pay for services on a monthly basis (Net 30)

a. All payment requests must be addressed as follows and forwarded to:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson, Chief Executive
Officer Email: Mcjohnson@haccp.agency

b. Proper invoices shall contain the following information:
- Contract Number
- Identification of matters/services performed consistent with the contract requirement and supporting documentation.

c. Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.

D.6 AFFIRMATIVE ACTION PROGRAM

Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables (G&T) “Compliance with Equal Opportunity Obligations in Contracts” and the Office of Human Rights Regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts” promulgated August 15, 1986.

D.7 SECTION 3 REQUIREMENTS

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of the HACCP or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing. Provide your companies Section 3 Plan.

D.8 RESPONSIBLE CONTRACTORS

HACCP will only award contracts to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Respondent, HACCP will consider such matters as the Respondent's:

1. Integrity;
2. Compliance with public policy;
3. Record of past performance; and
4. Financial and technical resources.

Before a proposal is considered for award, the Respondent may be requested by HACCP to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, the HACCP may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.9 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars ($250,000), obtained at its own expense, for the purpose of protecting HACCP and/or HACCP against dishonest acts of the Respondent and its employees. HACCP must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of HACCP.

D.10 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Respondent shall notify the Chief Executive Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.11 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, national origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, national origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

D12. THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §2101, *et.seq*.

D.13 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities.

D.14 NO WARRANTY

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

D.15 EXPENSE OF THE RFP SUBMISSION

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

D.16 CANCELLATION

HACCP reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of HACCP. HACCP further reserves the right to waive any minor information on any proposal received, if it is in the best interest of HACCP to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of HACCP.

D.17 PROTEST

Any party involved in a dispute with HACCP related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of HACCP prior to pursuing protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer (Chief Executive Officer). The person within HACCP or HACCP duly authorized by the governing body thereof to administer contracts for, and in the name of, HACCP or HACCP as applicable.

Chief Executive Officer. The Chief Executive Officer of the Housing Authority of the City of College Park.

Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

Protester. Any Respondent to a solicitation made by HACCP who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation who has received an unfavorable decision concerning the results thereof and has a valid basis to challenge the award decision; or any Respondent who files a complaint based on the content of the RFP, prior to the proposal due date, based on specific facts giving rise to any such complaint.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of HACCP, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.

2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.

3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.

4. The Contracting Officer's Final Decision may be appealed to the HACCP Chief Executive Officer. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.

5. The HACCP Chief Executive Officer's decision may be appealed to the Maryland Board of Contract Appeals) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the HACCP Chief Executive Officer, or other time period required by the selected court of competent jurisdiction, as applicable.

6. The HACCP Board or Commissioners has no jurisdiction over Bid Protests.

7. All protests, except those directed to the Chief Executive Officer, shall be addressed to the administrative offices of HACCP. The address of the administrative offices of HACCP is as follows:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson, Chief Executive Officer
Email: Mcjohnson@haccp.agency

D.18 BEST AND FINAL OFFERS

HACCP may award a contract upon the basis of initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with one Respondent, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in HACCP's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

SECTION E - EVALUATION FACTORS

E.1 EVALUATION CRITERIA
Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

HACCP reserves the right to call for supplemental information from Banking Institutions and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Banking Institutions agree to cooperate fully and promptly in providing such supplemental information or meeting requests.

The selection of the successful Banking Institution will be at the sole discretion of HACCP.

All submittals shall be evaluated, and up to three most qualified (top-ranked), responsive, and responsible Banking Institutions may be invited for panel interviews and discussions.

If a contract is awarded, it will be awarded to the responsible Banking Institution whose qualifications and other factors are deemed most advantageous to HACCP. Additionally, HACCP shall have the right to reject any and all proposals at its discretion.

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 100 points.**

The RFP will be evaluated and rated on, but may not be limited to, the following criteria:

Evaluation Criteria	Maximum Points
1. Meets Banking Requirements. Response will be compared to determine how effectively the general banking needs of the Agency are met by the proposed services provided. Technical, financial, and management capabilities will be considered. The proposer's demonstrated experience and past performance based on references and information provided will also be taken into consideration. Respondent's previous experience with government entities, public housing authorities, HUD funded programs or local governments, including letters of recommendation.	**30**
2. Proposed Fee and Breakdown Respondent will respond to Exhibits I & II. 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 lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score. Respondents shall propose fixed pricing for the 5 year term.	**30**
3. Capability of Respondent Evidence of the Respondent's ability to perform the banking services as described in the Scope of Work; organizational capacity necessary to successfully provide the required banking services.	**15**
4. Approach to the project. Technical approach, quality of the work plan, and demonstrated understanding of the needs of the HACCP. Structure of customer service will be taken into consideration.	**15**
6.Section 3 & M/WBE or Efforts	**10**
Total Points	**100**

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

HACCP will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at HACCP's sole discretion and without prior notice:

Advertise Date	**Tuesday August 11, 2026**
Issuance of RFP	**Tuesday August 11, 2026**
Deadline for Submission of Inquiries/Questions	**Tuesday, September 1, 2026 4:00PM EST**
Deadline Submission of Proposals	**Friday, September 11, 2026 4:00PM EST**
Evaluation Period	**TBD**
Presentation to HACCP Board of Directors for Contract	**TBD**
Contract Award	**TBD**

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF HACCP.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY HACCP. THE RESPONDENT(S) RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO HACCP, COST AND OTHER FACTORS CONSIDERED. HACCP MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN HACCP'S BEST INTEREST. IN ADDITION, HACCP RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES HACCP'S BEST INTEREST IN DOING SO.

F.2 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:

(a) Was sent by registered or certified mail not later than the date specified for receipt of offers.
(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.

(h) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 4:00 p.m.

F.3 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD and HACCP, and its respective employees, agents, contractors, Board of Directors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the Contractor, its agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor, its agents, and employees or any other person or entity for which the Respondent may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Contractor's liability. At its own expense, the Contractor shall obtain the necessary insurance coverage acceptable to HACCP to comply with this indemnification requirement; provide evidence of such coverage to HACCP and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS (Click on the titles below for attachments)

G.1 EXHIBITS

Exhibit I **Price Proposal Monthly Investment**
Exhibit II **Price Proposal Monthly Bank Service Fees**

G.2 APPENDICES

Appendix I Form HUD-51999 General Depository Agreement
Appendix II NOTICE PIH 2002-13 (HAs) for Required HA Cash Management and Investment Policies and Procedures

G.3 ATTACHMENTS

Attachment A- Representations, Certifications, and Other Statements of Bidders
Attachment B-Tax Certification Affidavit
Attachment C- Non-Collusive Affidavit
Attachment D- Certificate of Eligibility
Attachment E- Contract Compliance Requirements
Attachment F- Representations, Certifications of Offerors (Non-Construction) Instructions
Attachment G- Representations, Certifications of Offerors (Non-Construction) Statements of Bidders Qualifications

EXHIBIT I

Exhibit I

Price Proposal - Monthly Investment Income/Credit

Accounts	Interest Bearing Account Name	Account Type	Avg Monthly Balance	Earnings Interest Rate	Monthly Investment Income/Credit
1	General Operating Fund-Checking	Chk-IB	$ $113,040.76		
2	Money Market Account	MM-IB	$ $253,096.71		
3	Payroll Account	Bus Chk	$ $26,427.10		
4	Security Deposit	Bus Sve-IB	$ $18,229.75		
5	Resident Council	Chk	$ $1,191.23		
6	College Park Affordable Housing Coalition	Chk	$ 11,173.00		
	6 Bank Accounts		**$321,422.55**		

Legend

IB Interest Bearing Account

EXHIBIT II

Exhibit II

Price Proposal Form - Monthly Bank Service Fees

Services	Price / Unit	Mo. Flat Rate	Monthly Bank Service Fees
General Account Services			
Account Maintenance W/Chk Return			
Account Maintenance-Check storage			
Account Maintenance-List Post			
Basic Banking - Transfer			
Cont Disb Credits Posted			
Debits Posted			
Desktop Deposit Credit Posted			
Zero Balance Monthly Base			
Zero Balance Monthly Master Account Maint			
General ACH Services			
ACH Fraud Filter Stop MTHLY Base			
ACH Monthly Base			
ACH NOC - Info Reporting Advice			
ACH One Day Item			
ACH Payments Base Fee			
ACH Received Item			
ACH Return Admin - Electronic			
ACH Return Subscription - Item			
ACH Returns Subscription-Account			
ACH Same Day			
ACH Subscription - Account			
ACH Subscription - Item			
ACH Transmission Charge			
ACH Two Day Item			
Electronic Credits Posted			
ACH Fraud Filter Review MO Base			
ACH Payments Online Batch Release			
ACH Return Item - Electronic			
ACH Transmission Special			
Wire & Other Funds Transfer Service			
Wire Detail RPT Subscription - ACCT			
Wire In Domestic			
Wire In Drawdown - Domestic			
Wire Mail Confirmation			
Corporate Card Services			
Commercial Card CCER Monthly Base			
Commercial Card Program Maint Fee			
Commercial Card Transaction			
Paper Disbursement Services			
ARP Aged Issue Records On File - Item			
ARP Full Recon - Item			
ARP Monthly Base - Full			
ARP Optional Reports			
ARP Output - Transmission			
ARP Paper Statement/Report Delivery			
ARP Paper Statement/Report Monthly Base			
ARP STMT & RPTS Monthly Base			
CHK Cashed For Non ACCT Holder			
CONT Disb Cashed Check -Float Fee			
Desktop Deposit Images Retrieved			
DISB Checks Paid			

Exhibit II

Price Proposal Form - Monthly Bank Service Fees

Services	Price / Unit	Mo. Flat Rate	Monthly Bank Service Fees
Image Paid Check Per Item			
Image View < 90 Days - Item			
Image View > 90 Days - Item			
Item Search			
Outgoing Transmission - Per Item			
Positive Pay Exception - Image			
Positive Pay Exceptions - Item			
Positive Pay Monthly Base			
Positive Pay Only - Item			
Positive Pay Only Monthly Base			
Register Input - Item			
Stop Payment - Auto Renewal			
Stop Payment - Online			
Depository Services			
Cash Deposited In Branch/Store			
Desktop Deposit - Bank Deposit Item			
Desktop Deposit - Non Bank Dep Item			
Electronic Deposit - DEP Adjustment			
Miscellaneous Credits Posted			
RETN Item Subscription Per ACCT			
RETN Item Subscription Per Item			
Return Item - Chargeback			
Return Item Retrieval-Image			
Return Item Service MTHLY Base			
Information Services			
ARP STMTS & RPTS (CSV/Excel) / Item			
Desktop Deposit Report Per Item			
Electronic Storage Monthly Base Fee			
Electronic Storage per item			
Event Messaging Service - Email			
Intraday Item Viewed			
Previous Day Item Loaded			
ARP STMTS & RPTS (CSV/Excel) Base			
Basic Banking -Monthly Services			
Deposit Detail Subscript Mo Base			
Intraday Subscription MTHLY Base			
Prev Day Subsription MTHLY Base			
Total Bank Service Fees			

APPENDIX I

General Depository Agreement

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0270
exp. 09/30/2013

This Agreement, entered into this __________ day of _______________ , 19____ by and between __________________________

____

(herein called the "PHA/IHA"), 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 contracts (herein called the "Contract" with the PHA/IHA 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 Contract the PHA/IHA is required to select as depositories of its funds financial institutions whose deposits or accounts are insured by either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund 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 either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund.

2. All monies deposited by the PHA/IHA with the Depository shall be credited to the PHA/IHA in a separate interest bearing deposit or interest bearing accounts, designated

Accounts" (herein the "Accounts"). Any portion of PHA/IHA 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. The PHA/IHA shall have possession of the securities (or the PHA/IHA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the PHA/IHA 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 PHA/IHA 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 PHA/IHA by an officer or member designated by resolution of the Board of Directors of the PHA/IHA to have such authority. To assist the Depository in its obligation, the PHA/IHA shall furnish the Depository with a certified copy of the resolution.

4. Any securities received from the PHA/IHA 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 PHA/IHA 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 received written notice from HUD that no withdrawals by the PHA/IHA 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 PHA/IHA 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 Contract, and shall be under no duty to investigate or determine whether any action taken by either the PHA/IHA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either PHA/IHA or HUD is in default under the provisions of the Contract. 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 PHA/IHA 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 promptly notify the PHA/IHA of 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. Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the PHA/IHA are hereby terminated and all monies and securities of the PHA/IHA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the PHA/IHA pursuant to and in accordance with the provisions of this Agreement.

12. At no time shall the PHA/IHA 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 PHA/IHA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the PHA/IHA or, (b) on behalf of the PHA/IHA, purchase securities approved for investment by the PHA/IHA. 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 PHA/IHA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated:

Income or other proceeds from securities held in the Securities Account shall, as directed by the PHA/IHA, upon receipt, be paid to or on behalf of the PHA/IHA; 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 PHA/IHA from the Accounts are to be permitted, the Depository shall not honor any directive from the PHA/IHA to sell securities, or permit any withdraws by the PHA/IHA, 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 PHA/IHA 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 PHA/IHA and hold such securities in the Securities Account.
(For use only in certain States that have statutes that prohibit Public Housing Agencies and Indian Housing Authorities from implementing paragraph 2.)

In Witness Whereof, the PHA/IHA 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.

____
PHA/IHA

(SEAL)
ATTEST:
By______________________________

Chairman

____
Secretary

____
Depository

By______________________________

(SEAL)
ATTEST:

Note: Strike paragraphs 11 and 12 if not applicable.

APPENDIX II

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

Special Attention of:	NOTICE PIH 2002-13 (HAs)
Public Housing Agencies; Tribally Designated Housing Entities; State/Area Coordinators; Public Housing Directors; Administrators, Offices of Native American Programs; Resident Management Corporations	Issued: June 4, 2002 Expires: Indefinite Cross References: Notices PIH 96-33 (HA), 97-41 (HA), 98-46 (HA), 99-48 (HA). 2001-7 (HA)

Subject: Reinstatement – Notice PIH 2001-7 (HA), Required HA Cash Management and Investment Policies and Procedures

This Notice reinstates Notice PIH 2001-7 (HA), same subject, indefinitely. Notice PIH 2001-7 (HA) expired February 28, 2002.

/s/
Michael Liu, Assistant Secretary
for Public and Indian Housing

PH:Distribution: W-3-1, R-3-1(PIH) , R-6, R-7, R-9, 138-2, 138-8, RMC-2

Public Housing Agencies; Indian Housing Authorities; Secretary's Representatives; State/Area Coordinators; Directors, Public Housing Divisions; Administrators, Offices of Native American Programs; Resident Management Corporations (RMCs)

Notice PIH 96-33(HA)
Issued: June 4, l996
Expires: June 30, l997

Required HA Cash Management and Investment Policies and Procedures

1. PURPOSE

The purpose of this Notice is to advise public housing agencies and Indian housing authorities (herein referred to as HAs) and Area Offices of the Department's HA requirements governing cash management and approved investment instruments. The Notice extends and reissues, with minor editorial changes, the policies and procedures, including the list of HUD approved investment instruments, previously set forth in Notice PIH 95-27.

2. BACKGROUND

The Annual Contributions Contract (ACC) requires the HA to deposit and invest all program funds for projects under an ACC in accordance with the terms of a General Depository Agreement. The General Depository Agreement must be in a form approved by HUD and is executed between the HA and the depository. In addition, the ACC requires the HA to invest General Fund (program) monies only in HUD approved investments.

The Federal Code of Regulations, Part 85, Subpart C, (24 CFR § 85.20) requires HAs to establish cash management procedures. Cash management is the process of managing the cash flow of a HA to optimize its use of funds. This process involves the timing of receipts and disbursements to assure the availability of funds to meet expenditures and to maximize the yield from the investment of temporarily surplus funds. Effective cash management calls for organized planning. Good relations between the HA and the financial institution can improve the effectiveness of a cash management program.

3. APPLICABILITY

This Notice applies to the Low Rent Public Housing Program, the HA Owned/Leased Housing Homeownership Program (Turnkey III Program), the Section 23 Leased Housing Program, and the Mutual Help Homeownership Program.

4. BANKING SERVICES

Banking services shall be arranged by selecting a bank through competitive solicitation to assure the HA that it receives the banking services provided at the lowest cost. It should be noted, however, that HAs must designate a single bank account for the deposit of all payments that are received from HUD through Direct Deposit-Electronic Funds Transfer (DD-EFT). (A Standard Form 1199A, Direct Deposit Sign-Up Form, must be submitted to designate this account.) A copy of the General Depository Agreement (see below) with the financial institution shall be attached with the SF-1199A. Once the funds are received, they may be transferred to separate accounts according to the applicable program.

a. General Depository Agreement

The General Depository Agreement (Form HUD-51999) shall be executed by the HA and the depository. The depository must be a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF). An original HUD-51999 should be maintained by the HA and the financial institution. A copy of the HUD-51999 should be sent to the HUD Area Office and the Field Accounting Office (along with the SF-1199A).

b. Procurement Procedure and Period of Service

Banking services should be periodically solicited through competitive negotiation. The solicitation in the form of a Request for Proposal (RFP) would permit the HA to evaluate the quality of the services received as well as the price. This periodic process should prevent the bank supplying the services from becoming complacent in its dealings with the HA.

5. COLLATERALIZATION OF DEPOSITS

HAs shall require their depositories to continuously and fully (100%) secure all deposits regardless of type (i.e. regular, savings, etc.) that are in excess of the

$100,000 insured amount. This may be accomplished by the pledging or setting aside collateral of identifiable U.S. Government securities as prescribed by HUD. The HA has 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 wire contract) and will be maintained for the full term of the deposit. Such securities shall be owned by the depository and the manner of collateralization shall provide the HA with a continuing perfected security interest for the full term of the deposit in the collateral in accordance with applicable laws and Federal regulations. Such collateral shall, at all times, have a market value at least equal to the amount of the deposits so secured.

6. INVESTMENT OF FUNDS

a. Funds Available for Investment

1) Funds on deposit in the General Fund are comprised of four components: (1) funds for current transaction purposes, (2) development and/or modernization funds (see #2 below), (3) funds exceeding those necessary for the daily operation of the HA which are considered available for investment and (4) any operating reserve funds. As a general rule, the average amount on deposit in the General Fund cash accounts (the targeted maximum cash balance) should be the amount needed on hand for transaction purposes or as a safeguard against cash shortages. In the interest of good cash management, non-interest bearing deposits should be reduced to the amount necessary to maintain a good banking relationship.

2) Under the Modernization and Development Programs, the term "cash management" also means minimizing the time elapsing between the drawdown and disbursement of funds by the HA. HUD has established the maximum time to be generally three working days. Therefore, reference to "excess funds" also means the amount of modernization or development funds drawn down, but not needed for immediate disbursement (see 24 CFR § 85.21 (b)). Interest income earned on modernization funds is included as operating income in the calculation of operating subsidy eligibility under the Performance Funding System (PFS). Interest income earned on development funds is credited to the development program and reduces the development cost of the project.

b. Approved Investment Securities

In most cases, purchases of securities shall have maturities which coincide with expected disbursements by the HA. For the purpose of investing operating reserves, issues shall be limited to maturities three years or less. Although some of the following securities have maturities longer than three years, they can be traded in the secondary market. A list of investments approved by HUD for the investment of HA funds is attached. HAs are required to choose from these financial instruments. Within the HUD approved instruments, HAs are permitted to modify their investment policy without prior HUD approvals. The choice of investments from the approved list should be made using the criteria developed in the remainder of this paragraph.

c. Determination of Investment Type

The determination of the best or appropriate types and mixtures of investments is dependent on several factors. The primary objective is safety. Once that objective is attained, the optimum return on the investment should be consistent with the goals of the cash management program of the HA. The factors that should be taken into account include the following:

(1) Safety - Safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U.S. Government, a Government agency or issued by a Government-sponsored agency, coupled with an appropriate maturity date.

(2) Yield - The HA should strive to achieve the highest yield consistent with the other factors of the investment policy. Tax-exempt securities are not appropriate for investment by a HA because it would not benefit from the tax advantage.

(3) Liquidity - All investments must be capable of being liquidated on one day's notice. Therefore, no investments may be made which impose a longer notice period for redemption or which are not readily marketable.

(4) Maturity - Investments should be scheduled to mature when the funds are needed. Sale of securities prior to maturity should be avoided due to the inherent risk. (If the market interest rate increases above the yield on the investment, the market value of the securities will decline.) Investments shall be limited to securities maturing in periods of up to one year, or such lesser period that coincides with expected disbursements by the HA, but not beyond the current financing cycle. HAs may invest in securities up to three years for the investment of operating reserves.

(5) Amount - The best or most appropriate type of investment depends, to some degree, on the amount available for investment because certain investments require a large initial amount.

(6) Administrative Cost - In choosing an investment, a HA must consider the administrative work involved, particularly with regard to investments of short duration. Substantial amounts can be invested for periods as short as one or two days. However, the administrative costs with small amounts may be greater than the return on the investment, thus would not be justified or cost effective. Administrative costs will be higher with a more frequent turnover of investments and must be taken into account together with the yield and term in determining the optimum investment strategy.

d. INVESTMENT OF FUNDS HELD BY HA FISCAL AGENTS

Funds held by the Fiscal Agent in any trust funds shall be invested in strict accordance with the Resolution establishing such funds. Where the Resolution contains no provision concerning the investment of funds, the funds shall be invested in securities approved for General Fund Investment provided such investment will mature or may be redeemed at the option of the purchaser at not less than the purchase price on or prior to the date such funds are required to be disbursed by the Fiscal Agent. A description of funds established by HA resolutions authorizing the issues of bonds is attached.

e. Investment Register

An investment register or other record shall be maintained by the HA or its agent. The register/record shall be maintained in such a manner that a determination can be made as to the amount of investment securities purchased from each fund and at a minimum provide for recording a complete description of investment instrument, date of purchase, purchase

price, interest rate, and applicable date of sale or maturity. The investment register/record may also be used to identify the source of funds invested (i.e., modernization or development funds, tenant security deposit funds, operating funds).

f. Internal Controls

HAs shall implement the following internal controls to assist in controlling investments and preventing loss or misuse.

(1) Investment transactions shall be authorized by the HA governing board and documented in the board minutes.

(2) Investment documents shall be kept in a safe fire-resistant locked file cabinet, safe deposit box, or other similarly secured location.

(3) Individuals responsible for custody of securities shall be someone other than an individual maintaining the accounting records.

(4) Investments shall be maintained in a custodian or trust account.

(5) Investments shall be in the name of the HA.

(6) Investments shall be recorded in detail in an investment ledger.

(7) A system shall be in place to insure that all interest earned is collected and credited to the appropriate HA records.

(8) Investments shall be reconciled periodically to the detailed record (investment ledger).

7. CASH MANAGEMENT

A major factor contributing to the success of an investment program is the delegation of responsibility and authority for developing and executing it. A HA should compare the cost of establishing a cash management program in-house (if qualified professional staff are available) to contracting out. If HAs contract for cash management and investment services, then the organization should have qualified personnel to achieve cost-effectiveness. Commercial banks and savings and loans association offer such services.

Good cash management, which is an objective of management, creates responsibilities for the use of funds. Such responsibilities are placed on both the HA and HUD for a successful program to benefit both. The primary goals of cash management are to assure the availability of cash for transaction needs,
preserve the value of cash resources and earn the maximum return on funds until disbursed.

a. Cash Management by the HA

The HA should compare the return from an in-house cash management program with a program managed by an agent. If the HA finds that administrative costs of an in-house program are such that the net yield on investments is less than that obtainable through an alternative, the general rule is that the HA should use that alternative.

b. Cash Management by an Agent

As an alternative to an in-house cash management program, a HA may enter into a contract with an approved governmental unit such as a State agency established for this purpose (see attachment A, #6, Municipal Depository Fund), or a financial institution (excluding investment bankers and brokerage houses) to administer its cash management program.

Such a program may include any of the functions of cash management, i.e., receipts, disbursements and investments. Such a contractual arrangement will give a small HA the expertise and administrative skills which it would not otherwise be expected to have and often can make a cash management program cost-effective.

c. Temporary Funds Available for Investment

(1) Each HA with an average cash balance of $20,000 or more shall invest such funds in HUD-Approved Investment Securities in order to meet the PFS Target Investment requirements (24 CFR Section 990.109 (e), 24 CFR §950.725 (e)).

HAs with average cash balances of less than $20,000 shall also invest such funds in HUD-Approved Investment Securities. For the purpose of calculating operating subsidy eligibility under the PFS (24 CFR Section 990.109 (e), 24 CFR §950.725 (e)) these HAs shall make a reasonable estimate of investment income for the requested budget year. Please note that investment income estimates for these HAs are not subject to the mandatory year-end adjustment.

(2) See Handbook 7475.13, Performance Funding System (PFS), regarding reporting requirements for projecting investment income for the purpose of calculating PFS operating subsidy eligibility. These requirements mandate a minimum investment income (Target Investment Income) for calculating operating subsidies and allow HAs to retain investment income in excess of the required amount. HAs should review these requirements carefully in developing their cash management programs.

8. MONITORING

The Office of Finance and Budget, PIH, will continue to oversee the overall cash management policy and programs for HAs. Actual monitoring of each HA's cash management will continue to be the responsibility of the respective Area Office. Monitoring will be accomplished through review of documentation submitted to support the investment income shown in the calculation of operating subsidy and during on-site monitoring reviews.

If there are questions regarding the contents of this Notice, please contact the Office of Finance and Budget at 202-708-1872.

_Casimir Bonkowski for Acting
Assistant Secretary for Public and Indian Housing

Attachments

ATTACHMENT A

HUD APPROVED INVESTMENT INSTRUMENTS

1. Direct Obligations of the Federal Government Backed by the Full Faith and Credit of the United States

   a. U.S. Treasury Bills

      These securities are short-term obligations which a HA or its agent may purchase directly. Treasury Bills with 3- month and 6-month maturities are issued weekly and those with 9-month and 12-month maturities are issued monthly. The minimum denomination is $10,000. They are issued on a discount basis and are redeemed at par upon maturity.

      U.S. Treasury Bills are available for purchase at any time after issuance from investment departments of banks and from dealers in investment securities. Purchases may be made conveniently using the HA's depository bank. Treasury Bills may be acquired by subscription on the issue date from a Federal Reserve Bank or branch in amounts not in excess of $200,000. Detailed information is contained in the weekly or monthly announcements which may be received regularly upon application to a Federal Reserve Bank or branch.

   b. U.S. Treasury Notes and Bonds

      These securities are issued periodically by the Treasury Department through Federal Reserve Banks and branches. They are medium to long-term obligations which a HA or its agent can only purchase in the secondary market to assure that they will mature at a date which coincides with scheduled disbursements by the HA. Outstanding issues may be purchased from banks or dealers in investment securities at the market price which on any given day may be more or less than the face amount.

      (1) U.S. Treasury Notes

         These notes mature in not less than one and not more than 10 years from the issue date and bear interest at fixed rates payable semi-annually.

(2) U.S. Treasury Bonds

These bonds mature after ten years from the issue date and bear interest at fixed rates payable semi- annually. Many issues of bonds are redeemable on call by the Treasury Department before maturity. The yield of such issues usually is computed to the first call date which may be as much as 5 years prior to maturity.

2. Obligations of Federal Government Agencies

a. Federal Financing Bank (FFB)

The Federal Financing Bank is authorized to purchase obligations held by Federal agencies and to issue obligations to the public.

b. Government National Mortgage Association (GNMA), Mortgage- Backed Securities (GNMA I and GNMA II)

The securities, guaranteed by GNMA are issued by an issuer (a GNMA-approved mortgage lender). The securities are backed by a pool of government-insured or guaranteed mortgages. The holders of the securities receive monthly payments of principal and interest. The minimum denomination issued is $25,000. The difference in GNMA I and GNMA II is that the GNMA II payment date is on the 20th of the month and the GNMA I payment date is on the 15th; GNMA II uses a central paying agency whereas GNMA I has individual issuers sending checks to investors; and GNMA II has interest rates that vary within a one percent range. The maximum maturity for GNMA I and GNMA II is 30 years, except that GNMA I project loans mature in 40 years.

c. GNMA Participation Certificates

These securities, guaranteed by GNMA, were sold by GNMA as the trustee with various other Federal agencies as trusters. They represent beneficial interest in future payments of principal and interest on mortgage pools. Their maturities range between one and 20 years and the minimum denomination is $5,000.

d. Maritime Administration Merchant Marine Bonds, Notes, and Obligations

These securities are issued by shipping companies and are backed by the full faith and credit of the U.S. Government. Each issue is further secured by a first preferred ship or fleet mortgage. Maturities and denominations vary.

e. Small Business Administration (SBA), Small Business Investment Corporation (SBIC) Debentures

When authorized by appropriation acts, the SBA may guarantee principal and interest payments on debentures of SBIC. The SBA may also pool these debentures and sell SBA- guaranteed debentures. These issues have maturities of 10 years and are issued in $10,000 denominations.

f. Tennessee Valley Authority (TVA) Power Bonds and Notes

These securities are secured by a first charge on net power proceeds. Payment of interest and principal on them is ranked ahead of annual payments to the U.S. Treasury. They have been issued in multiples of $1,000.

3. Securities of Government-Sponsored Agencies

a. Farm Credit Consolidated System-Wide Discount Notes

These notes are the secured joint and several obligations of the Farm Credit System which consists of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in denominations of $5,000 and maturities are authorized from 5 to 365 days.

b. Federal Farm Credit Banks Consolidated System-wide Bonds

These bonds are the secured joint and several obligations of the Farm Credit Banks. Their issuance supersedes individual bond issues by the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in multiples of $1,000 for maturities in excess of 13 months and in multiples of $5,000 for shorter maturities.

c. Federal Home Loan Banks Consolidated Obligations

These securities are the secured joint and several obligations of the Federal Home Loan Banks comprised of:

(1) Bonds

Bonds which have maturities of one year or more. They are issued in multiples of $10,000, $25,000, $100,000 and $1,000,000.

(2) Notes

Notes which have maturities of less than one year. They are issued in multiples of $10,000, $25,000, $100,000 and $1,000,000.

(3) Discount Notes

Discount notes which have maturities ranging from 30 to 170 days. They are issued in denominations of $100,000 and $1,000,000.

d. FHLMC Mortgage Participation Certificates (PC) (Guaranteed)

These certificates represent undivided interest in specific fixed rate, first lien conventional and residential mortgages. FHLMC provides monthly interest and principal payments. The final payment is the first of the month and year in which the last monthly payment on the last maturing mortgage is scheduled to be paid.

e. FHLMC Collateralized Mortgage Obligations (CMOs)

CMOs are general obligations of FHLMC that are secured by a single pool of conventional mortgages owned by FHLMC. CMOs are issued in several classes with varying stated maturities. Semiannual principal payments are allocated to each class of the CMOs in the order of the stated maturity of each class so that no principal payments are made to holders of a class until classes with an earlier maturity are retired.

f. Federal National Mortgage Association (FNMA) Debentures

These debentures are issued in denominations ranging from $10,000 and with maturities ranging from 20 to 25 years.

g. FNMA Notes

The minimum investment in these notes is $50,000 with maturities ranging from 1 to 20 years.

h. FNMA Short-Term Discount Notes

These notes are similar to commercial paper and are tailored to the individual needs of investors. They are sold at published rates with maturities of 30 to 270 days and in denominations ranging from $5,000.

i. FNMA Capital Debentures

These debentures are subordinated to the non-capital debentures, notes, and short-term discount notes. They were last issued in 1975 in a $10,000 minimum denomination and with maturities of 5 and 25 years.

j. Student Loan Marketing Associations (SLMA) Obligations

SLMA issues obligations comprises of guaranteed student loans as follows:

(1) Floating Rate and Master Notes.

These notes bear interest at rates that vary with the 91-day Treasury Bill rate. Short-term borrowing have an original or remaining term maturity of one year or less.

(2) The Series E and F Floating Rate Notes.

These notes bear interest at rates which vary with the 91-day Treasury Bill, except that each issue has fixed minimum and maximum rates known as interest rate "collars" for any quarterly interest period.

(3) Zero Coupon Notes

These notes are shown at net proceeds adjusted for accretion of discount.

4. Demand and Savings Deposits

Demand and savings deposits at commercial banks, mutual savings banks, savings and loan associations and credit unions are permitted for HA funds provided that the entire deposit is insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF). A deposit in excess of the insurance coverage may be made at a depository institution provided that it is 100 percent collateralized by any of the securities listed under paragraphs 1, 2, and 3 of this Attachment. Care should be taken that withdrawals may be made on demand without loss of interest and without penalty.

5. Money-Market Deposit Accounts

Money-Market Deposit Accounts at depository institutions that may not be insured fully by the FDIC or NCUSIF are permitted provided that the certificates are fully backed by 100 percent collateral consisting of securities listed under paragraphs 1, 2, or 3 of this Attachment. When accounts exceed the $100,000 insurance limitation, their safety also may depend on the HA's control of the underlying collateral which must consist of clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of financial institution failure.

6. Municipal Depository Fund

A Municipal Depository Fund (Fund) or Local Government Investment Pool which is established by States, municipalities, units of local government or other political subdivisions to serve as an investment fund for HAs is permitted. The securities purchased by a Fund shall be on the HUD-approved list of investment securities. HA shall have either an undivided or divided interest in securities comprising the Fund. The Fund shall be under the control of the Investment Company Act of 1940, and its objective shall be clearly stated. The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation and conservation of capital. The Fund shall disclose clearly the basis of earnings and how they are distributed. HA shall obtain a statement of potential default and risk and a clear demonstration that withdrawals from the Funds will not be so restricted as to impair a HA's day-to-day cash management needs. The management fee shall be fixed at a reasonable amount and management shall be passive. HA shall limit the amount of funds invested in the Fund to no more than 30 percent of a HA's available investment funds. The Fund shall disclose the relationships of the investment advisor, manager, trustees, custodian and transfer agent. Each financial advisory relationship shall be evidenced by a written document executed prior to, upon, or promptly after the inception of the financial advisory relationship, or promptly after the creation or selection of the issuer. If the issuer does exist or has not been determined at the time the relationship commences, that written document shall set forth the basis of compensation for the financial advisory services to be rendered.

7. Super NOW Accounts

Super NOW accounts have been available and approved for public funds since January 1983. They offer a relatively high market rate and are fully transactional (have no limitations on the number of checks or transfers). Insurance and collateral requirements are as above for subparagraph e Demand and Savings Deposits.

8. Certificates of Deposit

a. Certificates of Deposit are permitted at depository institutions that are insured by an agency of the Federal Government. Caution must be exercised for certificates exceeding the $100,000 insurance limit or when the term is longer than 30-90 days. Although the certificates' rate of return may be attractive for larger amounts and longer terms, U.S. Treasury securities offer superior safety and liquidity for the same amounts and terms. Certificates shall be in the HA's name. In addition a General Depository Agreement must be executed by each financial institution that issues a Certificate of Deposit.

b. Certificate amounts above $100,000 are permitted provided that the excess is 100 percent collateralized by clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of bank failure.

c. Brokered deposits should be avoided because it is impossible to get $100,000 federal insurance on a number of deposits placed by brokers.

9. Repurchase Agreements

Repurchase (repos) agreements for a term not to exceed 30 days may be entered into with Federally insured depository institutions to purchase and sale of securities identified under paragraphs 1, 2, and 3. A repurchase agreement is an agreement negotiated with a bank usually for a short period (1 to 7 days) wherein securities approved for investment are purchased from that bank at a stated price with the bank agreeing to repurchase them on a specified date for a specified amount. The minimum may vary, although it is usually $100,000. There are three main types: (1) fixed term, where both parties are bound to the negotiated time period, (2) demand, where the agreement stays in effect until terminated by either party, and (3) day-to-day, where daily renewal is by mutual consent and 24- hour notice is required for termination. The HA should review existing and future repos for compliance with the following certifications. Prior approval by HUD is not necessary, however, the repos seller depository or its agency must provide a written certification to HUD, Assistant Secretary for Public and Indian Housing (Office of Finance and Budget), the Area Office, and to the HA.

a. that the depository's repo program complies with applicable Federal and State statutes and regulations and that the program does not involve sales or loans of Federal securities by securities dealers that are not regulated or that report to the Federal Reserve Board;

b. that the depository owns the underlying Federal securities (approved for repurchase under HUD guidelines) when the repo interest is sold and that the value of the securities is equal to or greater than the amount the HA pays for the repo;

c. that the HA has 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 a safe keeping receipt and a written bailment for hire contract), from the time the repo interest is sold to the HA and will be (or is expected to be) maintained for the full term of the repo;

d. that the repo agreement and any related documents identify specific Federal securities related to the specific repo purchased by the HA;

e. that the repo interest does not represent any interest in a pool or fund of Federal securities for which registration under the Investment Company Act of 1940 may be required;

f. that the HA will have a continuous perfected security interest in the underlying Federal securities under State or Federal law for the full term of the repo (disclosing the method by which perfection has or will be accomplished, i.e., by possession, filing, registration of book-entry securities and/or Federal preemption of State law by Federal regulation);

g. that the depository or a reporting dealer selling the repo has not received any adverse financial report from a credit reporting agency, State or Federal regulatory agency; and

h. that the depository will not substitute other securities as collateral, except to increase the value of the repo security to match the repos's purchase price.

10. <u>Sweep Accounts</u>

Sweep Accounts is a contractual agreement between a bank and a HA which provides that the bank will regularly "sweep" or transfer any available collected balances from the HA's account into repurchase agreements. The Sweep Accounts agreement shall include all the certification provided in the Repurchase Agreement and adherence to paragraph 4-3, Collateralization of Deposits.

11. <u>Separate Trading of Registered Interest and Principal of Securities</u>

Separate Trading of Registered Interest and Principal of Securities (STRIPS) are Treasury-based zero-coupon securities which consist of interest or principal on U. S. Treasury securities. STRIPS were issued in minimum increments of $1,000. STRIPS pay no interest until maturity and the rate of return is "locked in" at the time of purchase. The delivery of STRIPS is accomplished by wire transfer through the Federal Reserve book entry system. STRIPS shall be in the name of the HA.

12. <u>Mutual Funds</u>

A Mutual Fund (Fund) is an investment company that makes investments on behalf of individuals and institutions. The Fund pools the money of the investors and buys various securities that are consistent with the Fund's objective.

a. <u>Mutual Fund Criteria</u>

The Fund shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Act of 1933. The Fund shall be under the control of the Securities Exchange Act of 1934, Investment Advisers Act of 1940 and the Investment Company Act of 1940. The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation, conservation and stability of capital. The mutual fund objective cannot be changed without the prior approval of fund shareholders.

b. The securities purchased by the Fund shall be on the HUD-approved list of investment securities. The Fund will not engage in options or financial futures. The HA shall limit the amount of funds invested in the Fund to no more than 20 percent of the HA's available investment funds. The Fund shall disclose clearly the basis of earnings and how they are distributed. The HA shall obtain a statement of potential default and risk. The HA's invested funds shall be accessible to the HA daily. It shall be demonstrated that any limitations on withdrawals will not impair the HA's day-to-day cash management needs.

c. The management fee shall be fixed at a reasonable amount. The Fund shall disclose the relationships of the investment advisor, manager, trustee, custodian and transfer agent. The Fund shall clearly state all services (such as wire transfers and check writing privileges) and charges.

d. Investment in the Fund shall be authorized by a Board Resolution. A certified copy of the resolution shall accompany the initial application for the Fund.

e. The Fund (or custodian) and the HA shall sign the General Depository Agreement, HUD-51999 dated June 1991, modified as follows:

(1) In the title, "(Mutual Fund)" shall be added after General Depository Agreement. Whenever "depository" appears in the text it also refers to "mutual fund."

(2) The HA's name and location (including county or city) will be filled in the first clause of the General Depository Agreement. The name, location and the HA's mutual fund account number also will be filled in the first clause. The second clause remains unchanged.

(3) The third clause is substituted as follows: "Whereas, under the terms of the Contract the HA shall invest in a mutual fund (herein called the depository) only on the terms set forth hereafter. Mutual fund is defined as an investment company that makes investments on behalf of individuals and institutions. The depository shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Exchange Act of 1933. The depository shall be under the control of the Securities Exchange Act of 1934, the Investment Advisers Act of 1940 and the Investment Company Act of 1940. HA shall acquire shares in a mutual fund whose portfolio includes only securities on the HUD-approved list of investment securities."

(4) Paragraphs 1, 3, 11 and 12 are deleted.

(5) Paragraphs 4 through 6 are modified to read as follows:

(a) Paragraph 4: Any shares purchased from HA funds shall be held by the depository in safe-keeping for the HA until sold. Dividends and distributions on such shares and the proceeds from the sale thereof shall be used to purchase additional shares or remitted directly to the HA.

(b) Paragraph 5: The language "from said Accounts" is deleted.

(c) Paragraph 6: The language "in respect of the Accounts" is deleted.

(d) Paragraphs 7 through 10 are not changed.

(e) The additional language can be typed on a separate page, attached and duly executed. The following language shall be added to the bottom of the page: Page number ___ incorporated in and made a part of the General Depository Agreement between ___(HA) and ___ (Depository).

ATTACHMENT B

INVESTMENT OF FUNDS HELD BY HA FISCAL AGENTS

Description of Funds

The funds established by HA resolutions authorizing the issuance of bonds to finance the development cost of projects are as follows:

(1) Debt Service Fund

This Fund is established pursuant to the Annual Contributions Contracts and HA Resolutions providing for the issuance of new HA bonds. The Fiscal Agent is explicitly required under the form of the Fiscal Agency Agreement entered into since 1964 to purchase and sell investment securities as the HA, with the approval of the Federal Government, may direct. Where a Fiscal Agency Agreement does not contain a specific requirement for the investment of Debt Service Funds, such investment must, nevertheless, be made since it is a general power and duty of a trustee, (implied if not expressed) to keep funds properly invested in order to attain safety and produce income for the trust funds.

(2) Advance Amortization Fund

(a) Since 1952, the form of Fiscal Agency Agreement in use requires the Fiscal Agent to invest funds on deposit in the Advance Amortization Fund as the HA, with the approval of the Federal Government, may direct.

(b) With respect to the investment of funds resulting from a consolidated sale of bonds by an Agency Authority, only the Agency Authority of HUD may issue investment instructions to the Fiscal Agent. These instructions shall be consistent with HUD guidelines.

(3) Annual Contributions Reduction Account (sometimes called Supplementary Revenues Account); Bond Service Account; Series A Reserve Fund; General Bond Reserve Fund; Rental Debt Service Fund; and Excess Lands Account.

The Resolution authorizing Series A and Series B Bonds issued prior to 1951 established these funds and the Resolution usually contains limitations on the investment of funds on deposit in one or more of such accounts.

ATTACHMENT A

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

____
(Signature and Date)

____
(Typed or Printed Name)

____
(Title)

____
(Company Name)

(Company Address)

ATTACHMENT B

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
CHIEF EXEUTIVE OFFICER

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________________________

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MICHELLE JOHNSON
CHIEF EXEUTIVE OFFICER

ARELIS PÉREZ
CHAIRMAN

Notary:

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

Notary Public (Seal)

My Commission Expires ___________________________

ATTACHMENT C

HOUSING AUTHORITY
OF THE
CITY OF COLLEGE PARK
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301-345-3600 PH • 301-345-4292 FAX

MICHELLE JOHNSON
CHIEF EXEUTIVE OFFICER

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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MICHELLE JOHNSON
CHIEF EXEUTIVE OFFICER

ARELIS PÉREZ
CHAIRMAN

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)

ATTACHMENT D

HOUSING AUTHORITY
OF THE
CITY OF COLLEGE PARK
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MICHELLE JOHNSON
CHIEF EXEUTIVE OFFICER

ARELIS PÉREZ
CHAIRMAN

CERTIFICATION OF ELIGIBILITY

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

Solicitation No.______________________

Title________________________________

I,______________________________ President or Authorized Official of Bidder) being duly sworn (or under penalty of perjury under laws of the United States), certifies that, except as noted below:

, (the company) or any other person associated therewith in the capacity of (Owner, Partner, Director, Officer, Principle Investigator, Project Director, Manager, Auditor, or any position involving the administration of federal funds.

☐ is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes.

☐ has not been suspended, debarred, voluntary excluded or determined ineligible by any Federal, District or State statutes.

☐ does not have a proposed debarment pending.

☐ has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not be necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception(s) noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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CHIEF EXEUTIVE OFFICER

ARELIS PÉREZ
CHAIRMAN

Date:______________________

Contractor:____

President or Authorized Signer:__________________________________ (Printed)

Signature:_____________________________

Title:__________________________________

The penalty for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-503.31 U.S.C. 3801.3812)

Subscribed and sworn before me this ________ Day of __________________ , ___________ (date) (month) (year) at ____ (City & State)

____ ____

____ ____

____ Signature ____

Notary Public My Commission Expires __________________________

ATTACHMENT E

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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CHIEF EXEUTIVE OFFICER

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_____________________

ATTACHMENT F

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT G

U.S. Department of Housing
and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans
[ ] Asian Pacific Americans
[ ] Hispanic Americans
[ ] Asian Indian Americans
[ ] Native Americans
[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

____
(Signature and Date)

____
(Typed or Printed Name)

____
(Title)

____
(Company Name)

(Company Address)