

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

REQUEST FOR PROPOSALS

PROJECT-BASED VOUCHER PROGRAM 2022 PHASES 1-4

RFP#125-01-22

Due Dates:

Phase 1

March 31, 2022 at 9:00 am

Phase 2

June 30, 2022 at 9:00 am

Phase 3

September 29, 2022 at 9:00 am

Phase 4

November 29, 2022 at 9:00 am

To: Mr. Kim Detrick
Procurement Director/
Chief Contracting Officer
Office of Procurement
100 Ross Street
2nd Floor, Suite 200
Pittsburgh, PA 15219

Section I INTRODUCTION

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of the Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 300 employees and serves over 20,000 residents. The Authority itself maintains or oversees approximately 4000 units of rental housing either directly or through private management companies; and, through its Housing Choice Voucher program, funds the rental of more than 5500 other units of privately owned housing.

Major operational departments include Management, Maintenance, Occupancy, Housing Choice Voucher, and Modernization & Development. Major administrative departments include Legal, Finance, Information Technology, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. Day to day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh (“HACP”) requests proposals from qualified property owners and/or developers (including non-profits and Community Development Corporations) under the Project-Based Voucher (“PBV”) Program. The HACP’s PBV program is designed to conform to the Project-Based Voucher Program Final Rule published on October 13, 2005, Federal Regulations at 24 CFR Part 983 as modified by the Housing and Economic Recovery Act of 2008 (Federal Register Notice 73 FR 71037), other applicable Notices from the Department of Housing and Urban Development, the implementing provisions of the Housing Opportunity Through Modernization Act of 2016 (Federal Register Notices 82 FR 2458 and 82 FR 32461).

Any questions regarding this Request for Proposals should be in writing and directed to:

Mr. Kim Detrick – Procurement Director/Chief Contracting Officer
Housing Authority of the City of Pittsburgh
Procurement Department
100 Ross Street 2nd Floor Suite 200
Pittsburgh, PA 15219
412.456.5116 Option 1
412.456.5007 fax
kim.detrick@hacp.org

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, www.hacp.org

Following are the Key Dates associated with this Request for Proposals:

Phase 1:

March 31, 2022; 9:00 a.m.	Deadline for Submission of Proposals
March 16, 2022, 9:00 a.m.	Pre-submission Meeting: <u>will be held via Zoom Meeting:</u> https://zoom.us/j/96175123594?pwd=bkY3bmVkaS9Za0xUMlUvSVZDSGF4QT09 Meeting ID: 961 7512 3594 Passcode: 535490 Dial by your location +1 301 715 8592 US (Washington DC)
March 24, 2022, 9:00 a.m.	Deadline for the submission of written questions.

Phase 2:

June 30, 2022; 9:00 a.m.	Deadline for Submission of Proposals
June 1, 2022, 9:00 a.m.	Pre-submission Meeting: <u>will be held via Zoom Meeting:</u> https://us06web.zoom.us/j/85165274605? pwd=emwrUHo4NzFrZlA5Zit2SkJJcDFZdz09 Meeting ID: 851 6527 4605 Passcode: 127486 +1 301 715 8592 US (Washington D.C)
June 23, 2022, 9:00 a.m.	Deadline for the submission of written questions.

Phase 3:

September 29, 2022; 9:00 am	Deadline for Submission of Proposals
August 31, 2022, 9:00 a.m.	Pre-submission Meeting: <u>will be held via Zoom Meeting:</u> https://us06web.zoom.us/j/89796309654? pwd=QkRsYWVTOFJqc080WkVhYWxHYzIKdz09 Meeting ID: 897 9630 9654 Passcode: 929250 +1 301 715 8592 US (Washington D.C)
September 21, 2022, 9:00 a.m.	Deadline for the submission of written questions.

Phase 4:

November 29, 2022; 9:00 a.m.	Deadline for Submission of Proposals
November 2, 2022, 9:00 a.m.	Pre-submission Meeting: will be held via Zoom Meeting: https://us06web.zoom.us/j/81107726602? pwd=S3lKQ3h5NzhZVVB3dmovMHdtblNXUT09 Meeting ID: 811 0772 6602 Passcode: 096595 + 1 301-715-8592 US (Washington,D.C.
November 22, 2022, 9:00 a.m.	Deadline for the submission of written questions.

****Deadlines are subject to extension at HACP discretion and will be communicated as an addendum to this solicitation.**

In response to the COVID-19 Pandemic, HACP will also accept online submissions for this Request for Proposals in addition to accepting submissions at our 100 Ross Street office. For respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/JLpMp6yWnMbeDjeKXKgf>

Please include your name and email address when prompted before submitting, and upload all relevant attachments in the same document . Formatting for online submission should be organized in the same manner as if submitting the information via CD or flash drive. The title of the uploaded proposal shall be as follows:

[Full Company Name]_RFP #125-01-22_Project Title

In the unlikely event your proposal is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, the Housing Authority of the City of Pittsburgh will be accepting physical proposals dropped off in person only from **8:00 AM until the closing time of 9:00 AM on March 31, 2022 for Phase 1, June 30, 2022 for Phase 2, September 29, 2022 for Phase 3, and November 29, 2022 for Phase 4** in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross Street 2nd Floor, Suite 200, Pittsburgh, PA 15219. All proposals must be received no later than 9:00 a.m. the day of the Phase closing to be considered for award during that Phase, regardless of the selected delivery mechanism.

Section II SCOPE OF SERVICES

HACP will consider award of approximately **200 units** of housing under this solicitation to be awarded to the successful property owners and/or developers.

HACP is undertaking this solicitation to expand the available housing choices for low and moderate income families in Pittsburgh; to spur development of quality housing in areas where HACP is planning or undertaking redevelopment, where quality housing affordable to such households is not readily available, in neighborhoods of opportunity, and to expand the availability of affordable, quality rental housing in a tightening local real estate rental market.

The only assistance available and to be considered through this process is PBV assistance. Any other elements of a proposed project, such as use of HACP or other publicly or privately owned property, or a need for gap or other financing support beyond the project based voucher assistance, should be addressed separately from the proposals submitted in response to this RFP.

There is no gap funding or other financing support available through this solicitation! Owners/developers seeking gap financing in addition to Project Based Voucher assistance should respond to HACP's separate RFP for PBV plus Gap financing.

Potential respondents are encouraged in the strongest possible terms to review this RFP carefully, as some provisions have changed from prior solicitations, and to attend the pre-submission conference.

DESCRIPTION OF PBV PROGRAM

Through the PBV program, HACP will enter into housing assistance payment contracts with selected property owners/developers for designated rental units for a term of up to twenty years subject to funding availability. Housing assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. HACP's published subsidy standards (See Attachment 1) will determine the appropriate unit size for the family size and composition. Please note that HACP is NOT applying Small Area Fair Market Rents to PBV's.

HACP is now seeking proposals for PBV assistance for existing, rehabilitated or newly constructed housing units. Except for existing units, the housing units that will be rehabilitated or newly constructed after this RFP's award must be developed pursuant to a to-be-executed PBV Agreement to Enter into HAP Contract (AHAP). Certain types of housing units and/or developments are not eligible for PBV assistance including:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care. However, HACP may approve assistance for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing;

- Units that are owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Manufactured homes;
- Transitional housing;
- Owner-occupied housing units;
- Units occupied by an ineligible family at the time of proposal submission or prior to execution of the Housing Assistance Payment (HAP) contract; however, HACP will accept proposals for existing properties with a limited number of currently ineligible households.
- Units for which construction or rehabilitation commenced prior to execution of the Agreement to enter into a Housing Assistance Payments contract (AHAP).
- Subsidized housing unit types determined ineligible in accordance with HUD regulations. These include, but are not limited to, public housing units; units subsidized with any other form of Section 8 assistance; units subsidized with any governmental subsidy that covers all or part of the operating costs of the housing; units subsidized with rental assistance under Section 236, Section 521 or Section 101; units subsidized with Section 202 including supportive housing for the elderly; units subsidized under Section 811; units subsidized with any form of tenant-based rental assistance as defined at 24 CFR 982.1(b)(2) including units subsidized with such assistance under the HOME program; and, units with any other duplicative federal, state or local housing subsidy as determined by HUD or HACP.
- Existing and Occupied Units subsidized with Low Income Housing Tax Credits or other Tax Credits that are within the tax credit compliance period.

Additional Restrictions and Limitations on the Use of Project Based Voucher Assistance under HUD Income Mixing Requirements:

The number of PBV assisted units in the project cannot exceed the greater of 25 units or 25 percent (25%) of the total number of dwelling units in the project. The only currently available exceptions to this cap are:

- a. Units exclusively serving elderly families (head, co-head, spouse or sole members is 62 years of age or older).
- b. Units made available specifically for households eligible for supportive services available to all households of the project such as families with a household member with a disability, as well as other populations. This exception is designed for housing with linked supportive services for various special needs populations that have a preference for families requiring the available services. See HUD regulations at 24 CFR 983.56 as amended by notices implementing HOTMA, as referenced above.
- c. Projects in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-year estimates, are subject to an alternate cap of the greater of 25 units or 40 percent of the total number of dwelling units in the project.

Please note that Federal Register Notice 82 FR 32461 published July 14, 2017, states that a PHA may not rely solely on participation in or availability of a Family Self-Sufficiency Program for the unit to meet the supportive services exception.

Proposers considering “Excepted Units”, MUST

- 1. Specifically identify the exception requested, and provide evidence of eligibility for the exception;**
- 2. For exception units for supportive services, specifically identify the service to be provided, the entity providing the service, and provide a detailed description of the service including a description demonstrating service availability to all resident households and any preferences proposed for households requiring those services.**

ALL Sites selected for PBV assistance must:

- Be in full compliance with the applicable laws regarding non-discrimination and accessibility requirements, including the Fair Housing Act and Title VI of the Civil Rights Act of 1964;
- Meet Housing Quality Standards (HQS) (HQS is a series of standards for unit condition related to habitability, safety, and decency. HQS standards can be found at 24 CFR Part 982.401)
- **Meet the federal Project Based Voucher Program site selection standards contained in federal regulations at 24 CFR 983.57. <https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol4/pdf/CFR-2011-title24-vol4-sec983-57.pdf>.**

Additional Requirements and Procedures for Selected Projects

For Rehabilitation or New Construction Projects

Activities under the PBV program are subject to HUD environmental regulations and review under the National Environmental Policy Act (NEPA) by local authorities.

When rehabilitated or newly constructed housing sites are selected for PBV assistance, the owner must agree to develop the contract units to comply with Housing Quality Standards (HQS as defined at 24 CFR Part 982). The owner and the owner’s contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD’s implementing regulations.

HACP will enter into an Agreement to Enter into a Housing Assistance Payments Contract (AHAP) with the selected proposer(s) subsequent to selection and confirmation of compliance with program requirements. This agreement is included as an attachment. (See Exhibit 2 & 2A) **Please note that any required environmental reviews as required by NEPA regulations, UFAS design approval by HACP’s third-party certifier, and any subsidy layering reviews, if applicable, must be completed prior to execution of the Agreement to Enter into a Housing Assistance Payment Contract (AHAP), and that construction cannot begin until the AHAP Contract has been executed.**

Once units are completed, required documentation of completion has been submitted and approved, any applicable and required certifications have been received, have passed the required HQS inspection, and qualifying tenants have been approved for occupancy, HACP will enter into a Housing Assistance Payments (“HAP”) contract with the owner for all sites selected and approved for PBV assistance. Proposers are encouraged to review the sections of the AHAP regarding completion requirements, and consider if all units will be completed at once, or if a phased completion is anticipated. **If the project is proposed as a single phase project, ALL aspects of construction must be complete before the HAP contract can be executed.** HACP will make housing assistance

payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract term subject to funding availability.

For All Projects

HACP will complete initial eligibility screenings for all applicants; however, the owner is responsible for screening and selection of the family to occupy the owner's unit.

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the owner may: renew the lease; or refuse to renew the lease for good cause.

The amount of the rent to owner is determined in accordance with HUD regulations. The rent to owner including any applicable tenant utility allowances must not exceed the lowest of:

- i. An amount determined by HACP, not to exceed 110 percent of the Metropolitan Statistical Area Fair Market Rent (MSAFMR) for the unit bedroom size including any applicable tenant-paid utility allowance (see Attachment 2);
- ii. For units meeting the Uniform Federal Accessibility Standards (UFAS), an amount determined by HACP, not to exceed 120 percent of the Metropolitan Statistical Area Fair Market Rent (MSAFMR) for the unit bedroom size including any applicable tenant-paid utility allowance;
- iii. The reasonable rent; or
- iv. The rent requested by the owner.

Please note that HACP is not applying Small Area Fair Market Rents (SAFMR) to PBVs.

Please include proposed rent levels in your proposal. Final rent levels will be determined upon HAP execution.

Payment Standards for Project Based Vouchers at 110% of MSAFMR, and HACP's current utility allowance schedules are attached as an exhibit to this RFP. (see Attachments 1 & 2).

Rent levels are subject to HACP review and approval, including review for rent reasonableness, as required by HUD and defined in the HACP Housing Choice Voucher Program Administrative Plan.

The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to owner paid by the family) and the rental assistance paid by HACP in accordance with the contract with the owner.

A Frequently Asked Questions (FAQ) document has been prepared (see Attachment 3) and incorporated into this RFP to provide additional information and clarity on the requirements of this RFP.

Section III

APPLICATION REVIEW PANEL & APPLICATION REVIEW PROCESS

A. APPLICATION REVIEW

HACP will identify a PBV Selection Panel to review, evaluate, rank and select the applications according to the criteria described herein.

B. APPLICATION REVIEW

The HACP will review all applications and before selecting units, the HACP will determine that each application is responsive to and in compliance with the HACP's written selection criteria and procedures, and in conformity with HUD program regulations and requirements.

ALL PROPOSALS MUST PROVIDE ADEQUATE INFORMATION FOR THE HACP TO DETERMINE PROPOSAL COMPLIANCE WITH THE FOLLOWING:

- Evidence of site control (e.g., sales agreement, option, deed, letter of intent) by proposer or committed proposer partner(s). Where the site is controlled by a public entity such as the HACP or the Urban Redevelopment Authority, documentation of the availability of the site, the intent of the controlling entity, and the status of negotiations with the controlling entity and of the disposition process must be included.
- That the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs.
- Proposed initial gross rents must not exceed 110% (120% for UFAS units) of the Metropolitan Statistical Area Fair Market Rent (MSAFMR) including any applicable allowance for tenant-paid utilities for the size of the unit.
- Property must meet eligibility requirements under §983.53 (Prohibition of assistance for ineligible units), §983.54 (Prohibition of assistance for units in subsidized housing), §983.56 (Cap on number of PBV units in each project), and §983.57 (Site Selection Standards).
- Property will not be constructed or rehabilitated with other assistance under the U.S. Housing Act of 1937 in accordance with §983.54 (Prohibition of excess public assistance).
- No construction has begun. HUD guidance indicates that for purposes of the Project Based Voucher Program, construction includes site preparation, and HACP is prohibited from entering into an AHAP if construction work, including site preparation, has been initiated.

Not more than the greater of 25 units or 25 percent of units in a project are eligible for PBV assistance, except to the extent such projects include exception units or qualify for the alternate cap, as described above.

If a project does not meet the requirements indicated above, it will be designated non-responsive.

Proposals that meet these requirements will be evaluated and ranked by the PBV Selection Panel. An HACP ranking list will be prepared according to the points awarded to each proposal. The HACP

may, in its discretion, select one or more of the proposals submitted, or none of the proposals submitted. HACP may award up to approximately 200 project based vouchers as a result of this RFP.

The HACP reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed by the HACP to be in its best interests. The HACP reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services. The HACP shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

D. OTHER REQUIREMENTS

1. Before executing an Agreement to Enter into a Housing Assistance Payment Contract with any selected owner, HACP must confirm the following has been completed:
 - a. Rents are established in accordance with 24 CFR §983.301 through 983.354, and approved by HACP.
 - b. Subsidy-layering contract rent review has been completed by HUD or its approved designated agency, if applicable. HUD subsidy layering review guidelines will consider the effect the operational support provided to the project by the PBV's will have in regards to the level of subsidy "required to make the project feasible without over compensation." This may include analysis of the amount of cash flow generated by a project over a 15 year operating pro forma period, in order to determine if excess funding exists in the project. If the cash flow analysis, minus any required reserve amounts, exceeds 10% of total expenses, than the PBV assistance may be greater than necessary to provide the affordable housing. The subsidy layering review may also include development costs and fees to determine if they are within HUD established safe harbor standards.
 - c. Environmental clearances in accordance with §983.58, if applicable.
 - d. UFAS design approval by HACP's third party certifier.
2. Before an agreement is executed for new construction and rehabilitation units, the owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with housing quality standards, local codes and ordinances, and zoning requirements.

**SECTION IV
CONTENT OF RESPONSE DOCUMENTS**

Offerors submitting Proposals should fully read and comprehend this entire Request for Proposals. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one (1) original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD, on the form or in the format provided by HACP. Only paper applications will be accepted. Format is provided as described below.

Proposals for PBV assistance must provide information on the following topics and in the listed order:

1. General Information:

- (a) Letter of Interest including contact name and telephone number (Cover letter)
- (b) Type of Organization; Corporation, Limited Liability Company, Partnership, Joint Venture, individual or Sole Proprietorship. Names of shareholders, members, partners, principals and any other persons exercising control over the entity(ies).
- (c) Organizational Certifications:
- (d) Copies of Certificate of Incorporation, Certificate of Organization, Partnership Agreement, Joint Venture Agreement or other organizational documents.
- (e) All applicable Licenses/Certifications.
- (f) A corporate or partnership resolution signed by the Secretary of the Corporation or Partnership and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

2. Listing and narrative of the Respondent's Team Members and the roles each will have in the initiative being pursued under this RFP.

3. Attachment 4 Application Form (available in electronic format at www.hacp.org) including:

- Building Information
- Need for PBV assistance to make the project feasible
- Other forms of assistance received
- Other affordability restrictions (if any)
- Handicapped unit accessibility features
- Intended resident population
- Tenant selection criteria and plan
- Unit Information
- Community/Neighborhood Amenities
- Unit/Development Amenities
- Owner experience owning/developing rental housing
- Owner experience managing/maintaining rental housing
- Management and Maintenance Plans

- Services to be provided, with service providers, if applicable (Including services for all residents. Services provided that are required of residents for occupancy in “Excepted Units” should be included in an Additional Exhibit as described under 4.e. below).
- Additional narrative pages may be added. It is recommended that a narrative highlighting applicable items from the Application Form that correlate to each of the rating factors on page 13 be included.

4. Additional Exhibits (if applicable)

- (a) Sources and Uses for Rehabilitation/Construction Financing
- (b) Project Draft Pro-forma
- (c) Clear Evidence of Site Control (documentation of ownership or agreements with property ownership)
- (d) For New Construction Proposals – Schematic Site Plan showing building footprints, parking, and rough site grades.
- (e) For “Excepted Units” – the number of units by size and type, description of specific services to be provided, identification of the service provider and their qualifications, and information on the contract of participation requirements and the monitoring measures to be utilized by management to verify compliance.

5. Minority and Women Business Participation (Attachment 5)

Describe ways the Respondent will utilize MBE/WBE businesses to meet HACP’s and the City of Pittsburgh’s goal of 18% Minority owned and 7% woman owned business participation. **The attached Special Participation Summary must be completed.** Submission of additional narrative with a detailed plan to maximize the participation of MBE/WBE in the award of contracts/purchase of goods and services is encouraged.

5. Section 3 Participation Plan (Attachment 6)

Describe ways the Respondent will comply with HACP’s Section 3 Policy for hiring HACP residents and/or other local low-income individuals by completing the Section 3 Plan included as an Attachment, and adding additional narrative as needed. **The attached Section 3 Plan, including a Tier Selection and attachment if required, must be completed.** Submission of additional narrative with a detailed plan to maximize the hiring of Section 3 residents by the proposer, contractors, and subcontractors is encouraged.

Also, if the Respondent is not a community-based organization, please describe the respondent’s experience in working with community-based organizations to achieve locally determined goals such as local business participation and local hiring. Include a description of the specific roles and responsibilities of any partnering organizations.

SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Site Location/Community Amenities:

Maximum 25 points

HACP site selection criteria includes sites with good access to community amenities such as parks, schools, and stores, and to transportation and employment centers will receive more points. Additionally, proposals located in a low minority census tract with low poverty concentration will receive more points.

Design/Unit Amenities & Public Purpose including UFAS Units:

Maximum 20 points

Good design, especially utilizing “green” building principles will be scored higher. Also, HACP’s public purpose emphasizes a need for units in a variety of bedroom sizes; projects with a range of bedroom sizes, including general occupancy 1 bedroom, and/or 4 and/or 5+ bedroom units will receive additional points in this category.

Owner/Developer Capacity

Maximum 15 points

Rental Housing & Management Experience:

Owners/developers who have finished similar projects and can show a high likelihood that the project will be completed successfully will be scored higher. Managers who have managed similar projects successfully will be scored higher.

Project Feasibility/Readiness to begin Construction:

Maximum 15 points

Evidence of readiness to proceed will be considered. Renderings, floor plans, schematic site plans, scope of work or other documentation all may be submitted. Evidence that financing is in place to complete the project will also be considered in this criteria item, as will demonstration of an established strategy to meet project schedules. Proposals for existing units will receive maximum 15 points. However, if the existing units do not meet HQS inspection within 15 days of this RFP award, the award will be cancelled after a 15-day cure period following the initial HQS inspection.

MBE/WBE Participation

Maximum 10 points

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirements and goals related to Minority/Women Business Participants.

Section 3

Maximum 15 points

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirements and goals related to Section 3.

Deductions

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

SECTION VI SELECTION AND AWARD PROCESS

Pursuant to 24 C.F.R. Section 983 and the HACP Housing Choice Voucher Program Administrative Plan, the HACP is conducting this competitive selection process for the Project-Based Voucher Program as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted prior to the submission and selection cycle as identified in this RFP. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Although not mandatory, all prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

Each entity shall submit any questions or requests for additional information in writing to the Procurement Director.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

C. Submission of Proposals and/or Amendments to Proposals; Deadlines

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

Mr. Kim Detrick
Procurement Director/Chief Contracting Officer
Procurement Department
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor Suite 200
Pittsburgh, PA 15219

The submission deadline under this RFP is as follows:

March 31, 2022 for Phase 1
June 30, 2022 for Phase 2
September 28, 2022 for Phase 3
November 29, 2022 for Phase 4

Proposals must be received at the above address no later than the deadline identified above, regardless of the selected delivery mechanism.

In response to the COVID-19 Pandemic, HACP will also accept online submissions for this Request for Proposals in addition to accepting submissions at our 100 Ross Street office. For respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/JLpMp6yWnMbeDjeKXKgf>

Please include your name and email address when prompted before submitting, and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via CD or flash drive. The title of the uploaded proposal shall be as follows:

[Full Company Name]_RFP #125-01-22_Project Title

In the unlikely event your proposal is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, the Housing Authority of the City of Pittsburgh will be accepting physical proposals dropped off in person only from **8:00 AM until the closing time of 9:00 AM on March 31, 2022 for Phase 1, June 30, 2022 for Phase 2, September 28, 2022 for Phase 3, and November 29, 2022 for Phase 4** in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross Street 2nd Floor, Suite 200, Pittsburgh, PA 15219. All proposals must be received no later than 9:00 a.m. the day of the Phase closing to be considered for award during that Phase, regardless of the selected delivery mechanism.

Each Response will be date-time stamped immediately upon its receipt at HACP to document its timeliness. Any Proposal received after the specified deadline will be considered in the subsequent review cycle.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

D. Evaluation and Award Process

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

HACP reserves the right to interview Offerors, request additional information from selected Offerors, and/or negotiate terms and conditions with selected Offerors.

HACP may perform a responsibility determination of the qualifying Offerors which may include reference and financial background checks.

HACP may award Project Based Vouchers to a qualifying Offeror or Offerors determined to be responsive and responsible and whose offer(s) is in the best interest of HACP.

HACP shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

E. NON-RESPONSIVE OR NON-COMPLIANT APPLICATIONS

If the HACP determines that an application is non-responsive or non-compliant with this RFP, written selection criteria and procedures, or HUD program regulations, the application will not be considered.

The HACP reserves the right to cancel this RFP for any reason or to reject applications at any time for misrepresentation, errors, or omissions of any kind, regardless of the stage in the process that has been achieved.

Attachments

Attachment 1: 2022 Metropolitan Statistical Area Fair Market Rent (MSAFMR)

Attachment 2: Form HUD 52667 Allowances for Tenant Furnished Utilities and Other Services

Attachment 3: Frequently Asked Questions

Attachment 4: Application for Project Based Voucher Assistance

Attachment 5: Minority and Women Business Enterprise Participation

Attachment 6: Section 3 Participation Plan

Attachment 7: AHAP parts I & II Form HUD52531a and HUD52531b

Attachment 1: 2022 Metropolitan Statistical Area Fair Market Rent (MSAFMR)



HOUSING CHOICE VOUCHER PROGRAM
MOBILITY (LOCATION-BASED)
VOUCHER PAYMENT STANDARDS (VPS)
EFFECTIVE 1/1/2022

BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	1,301	1,379	1,676	2,138	2,340	2,691	3,042
APARTMENT							
Max Contract Rent if Tenant is Paying Gas and Electric	1,191	1,255	1,523	1,969	2,147	2,476	2,806
Max Contract Rent if Tenant is Paying All Utilities	1,080	1,137	1,357	1,730	1,835	2,092	2,382
TOWNHOUSE/ROWHOUSE							
Max Contract Rent if Tenant is Paying Gas and Electric	1,204	1,266	1,537	1,971	2,147	2,478	2,792
Max Contract Rent if Tenant is Paying All Utilities	1,093	1,148	1,371	1,732	1,835	2,087	2,368
SINGLE FAMILY DETACHED							
Max Contract Rent if Tenant is Paying Gas and Electric	1,195	1,256	1,523	1,954	2,126	2,447	2,772
Max Contract Rent if Tenant is Paying All Utilities	1,084	1,138	1,357	1,715	1,814	2,062	2,348

The above table indicates the Gross Payment Standard by bedroom size and includes a quick reference for the most common leasing situations with respect to tenant-paid utilities, indicating the maximum amount of contract rent allowed under the program, depending upon what utilities the tenant will be financially responsible. "Gas & Electric" limits are based upon the tenant paying for gas heat, gas cooking, electric lighting, and gas water heat. "All Utilities" figures represent the "Gas & Electric" limits plus the utility allowances for the tenant paying water and sewage, range/microwave and refrigerator.



HOUSING CHOICE VOUCHER PROGRAM
MOBILITY (LOCATION-BASED)
VOUCHER PAYMENT STANDARDS (VPS)
EFFECTIVE 1/1/2022

FOR THE FOLLOWING AREAS*:

Neighborhood	Zip Codes
Downtown	15219, 15222
Lower Lawrenceville	15201, 15213, 15224
Shadyside	15206, 15213, 15232
Southside Flats	15203
Squirrel Hill	15213, 15217, 15232
Strip District	15201

* In accordance with the MTW Plan, the HACP uses the neighborhood and zip code criteria in conjunction with a scorecard to evaluate whether or not a unit is eligible for the Mobility (Location-Based) Voucher Payment Standards.

A unit may still qualify for the Mobility (Location-Based) Voucher Payment Standards if it falls into at least one of the above-listed neighborhoods or zip codes. The HACP will evaluate these units as necessary on a case-by-case basis through uniform criteria also known as the scorecard. For more information or to view the scorecard criteria in its entirety, please view the current MTW Plan on the HACP's website at <https://hacp.org/about/public-information/>.



HOUSING CHOICE VOUCHER PROGRAM

REASONABLE ACCOMMODATIONS

VOUCHER PAYMENT STANDARDS (VPS)

EFFECTIVE 1/1/2022

Current landlords may qualify for an increased payment standard by offering units with accessible features or modifying existing units to include accessible features.

Qualification Based on the Number of Accessible Features

A unit with at least 3 accessible features* - 115% of Fair Market Rent (FMR)							
BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	877	928	1,128	1,439	1,576	1,812	2,049
A unit with 4-6 accessible features* - 118% of Fair Market Rent (FMR)							
BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	900	952	1,157	1,477	1,617	1,859	2,102
A unit with 7 or more accessible features* - 120% of Fair Market Rent (FMR)							
BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	915	968	1,177	1,502	1,645	1,891	2,138

***Please Note:** What qualifies as an accessible feature is evaluated on a case by case basis by the Disability Compliance Office (DCO). Features that are specifically tailored to the needs of the individual living in the unit are more likely to count towards the increase in payment standard. Additionally, any features will not be deemed accessible unless they comply with the regulations, guidelines, and parameters set forth by the 2010 Americans with Disabilities Act (ADA) standards, the Uniform Federal Accessibility Standards (UFAS) outlined in the Architectural Barriers Act of 1968, or a combination of both.

Examples of Accessible Features			
Stove with front bearing braille knobs	Tub cut or walk-in shower	Raised toilet or higher toilet seat	Grab bars
Video intercom (for a person who is deaf/hard of hearing or is vision impaired)	Widened hallways	Wheelchair ramp	Limited steps within the unit

**This list is not exhaustive, and features not listed may be taken into consideration if they are specifically tailored to the individual living in the unit.*

Required Verification

Proof of accessible or adaptable improvements must be submitted to and verified by the Disability Compliance Office (DCO). Also, prior to the receipt of the Reasonable Accommodations Payment Standard, confirmation that the tenant with the disability needs at least three (3) of the unit's accessible features must be submitted to and verified by the DCO.

Any additional questions regarding the Reasonable Accommodations Payment Standards can be directed to the Disability Compliance Administrator or Section 504/ADA Compliance Coordinator in the Disability Compliance Office at 412-456-5282 or ra@hacp.org.

VOUCHER PAYMENT STANDARDS (VPS)

Quick Reference Table for Determining Affordability

EFFECTIVE 01/01/2022

BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	839	887	1,079	1,377	1,508	1,733	1,960
APARTMENT							
Max Contract Rent if Tenant is Paying Gas and Electric	729	763	926	1,208	1,315	1,518	1,724
Max Contract Rent if Tenant is Paying All Utilities	618	645	760	969	1,003	1,134	1,300
TOWNHOUSE/ROWHOUSE							
Max Contract Rent if Tenant is Paying Gas and Electric	742	774	940	1,210	1,315	1,513	1,710
Max Contract Rent if Tenant is Paying All Utilities	631	656	774	971	1,003	1,129	1,286
SINGLE FAMILY DETACHED							
Max Contract Rent if Tenant is Paying Gas and Electric	733	764	926	1,193	1,294	1,489	1,690
Max Contract Rent if Tenant is Paying All Utilities	622	646	760	954	982	1,104	1,266

The above table indicates the Gross Payment Standard by bedroom size and includes a quick reference for the most common leasing situations with respect to tenant-paid utilities, indicating the maximum amount of contract rent allowed under the program, depending upon what utilities the tenant will be financially responsible. “Gas & Electric” limits are based upon the tenant paying for gas heat, gas cooking, electric lighting, and gas water heat. “All Utilities” figures represent the “Gas & Electric” limits plus the utility allowances for the tenant paying water and sewage, range/microwave and refrigerator.



HOUSING CHOICE VOUCHER PROGRAM

REHABILITATION VOUCHER PAYMENT STANDARDS (VPS)

EFFECTIVE 1/1/2022

BEDROOM SIZE	EFF	1	2	3	4	5	6
Max Contract Rent if LL is Paying All Utilities	991	1,049	1,275	1,627	1,782	2,048	2,316
APARTMENT							
Max Contract Rent if Tenant is Paying Gas and Electric	881	925	1,122	1,458	1,589	1,833	2,080
Max Contract Rent if Tenant is Paying All Utilities	770	807	956	1,219	1,277	1,449	1,656
TOWNHOUSE/ROWHOUSE							
Max Contract Rent if Tenant is Paying Gas and Electric	894	936	1,136	1,460	1,589	1,828	2,066
Max Contract Rent if Tenant is Paying All Utilities	783	818	970	1,221	1,277	1,444	1,642
SINGLE FAMILY DETACHED							
Max Contract Rent if Tenant is Paying Gas and Electric	885	926	1,122	1,443	1,568	1,084	2,046
Max Contract Rent if Tenant is Paying All Utilities	774	808	956	1,204	1,256	1,419	1,622

The above table indicates the Gross Payment Standard by bedroom size and includes a quick reference for the most common leasing situations with respect to tenant-paid utilities, indicating the maximum amount of contract rent allowed under the program, depending upon what utilities the tenant will be financially responsible. "Gas & Electric" limits are based upon the tenant paying for gas heat, gas cooking, electric lighting, and gas water heat. "All Utilities" figures represent the "Gas & Electric" limits plus the utility allowances for the tenant paying water and sewage, range/microwave and refrigerator.

To determine whether or not a unit qualifies for the Rehabilitation Voucher standard a unit must [1] not have received an HACP subsidy in the past 12 months, [2] undergo significant renovations, and [3] pass the International Property Maintenance Code. Properties built to be affordable under the Inclusionary Zoning policy are also eligible.

Attachment 2: Form HUD 52667 Allowances for Tenant Furnished Utilities and Other Services

Locality: Housing Authority of the City of Pittsburgh, PA		Unit Type: Detached House						
Utility or Service: Standard	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Effective 1/1/2022	Monthly Dollar Allowances							
Heating								
a. Natural Gas (<i>avg</i>)	\$62.00	\$71.00	\$80.00	\$89.00	\$98.00	\$107.00	\$116.00	\$125.00
b. Bottle Gas/Propane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c. Electric Resistance	\$54.00	\$61.00	\$69.00	\$78.00	\$86.00	\$94.00	\$102.00	\$110.00
d. Electric Heat Pump	\$29.00	\$32.00	\$36.00	\$39.00	\$42.00	\$45.00	\$48.00	\$51.00
e. Oil / Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cooking								
a. Natural Gas (<i>avg</i>)	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00	\$15.00	\$17.00
b. Bottle Gas/Propane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c. Electric	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$17.00	\$19.00	\$21.00
Other Electric & Cooling								
Other Electric (Lights & Appliances)	\$28.00	\$33.00	\$46.00	\$59.00	\$72.00	\$85.00	\$95.00	\$107.00
Air Conditioning	\$3.00	\$3.00	\$8.00	\$12.00	\$16.00	\$20.00	\$23.00	\$27.00
Water Heating								
a. Natural Gas (<i>avg</i>)	\$12.00	\$14.00	\$20.00	\$27.00	\$33.00	\$39.00	\$44.00	\$50.00
b. Bottle Gas/Propane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c. Electric	\$16.00	\$19.00	\$24.00	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00
d. Oil / Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water, Sewer, Trash Collection								
Water	\$43.00	\$46.00	\$66.00	\$97.00	\$128.00	\$158.00	\$175.00	\$200.00
Sewer	\$45.00	\$49.00	\$77.00	\$119.00	\$161.00	\$203.00	\$226.00	\$260.00
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tenant-supplied Appliances								
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances					Utility or Service		per month cost	
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>					Heating		\$	
					Cooking		\$	
Name of Family					Other Electric		\$	
					Air Conditioning		\$	
					Water Heating		\$	
Address of Unit					Water		\$	
					Sewer		\$	
					Trash Collection		\$	
					Range / Microwave		\$	
					Refrigerator		\$	
					Other		\$	
Number of Bedrooms					Other		\$	
					Total		\$	

Attachment 3: Frequently Asked Questions



Housing Authority of the City of Pittsburgh

Contracting Officer
100 Ross Street
2nd Floor Suite 200
Pittsburgh, PA 15219
(412) 456-5248
Fax: (412) 456-5007
www.hacp.org

Project Based Voucher Program

Frequently Asked Questions

Q1. Is the AHAP form, available in an e-format for us to enter the info?

A. The AHAP form does NOT have to be completed and submitted with the proposal. Links to forms and other information can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/project.

Q2. Is the application form available on an e-format where we can enter the info?

A. Application Form is available electronically at <http://www.hacp.org/business/openrfp.jsp>

Q3. Are the MBE/WBE form and Sec. 3 form available on an e-format where we can enter the info?

A. MBE/WBE Participation Form and Section 3 Opportunities Plan Form are not available electronically.

Q4. If the project's utility allowances will be project-based allowances administered by the PHFA under authority provided under Section 42 of the IRS code, will an application utilizing such project-based allowances be considered to be in compliance with the submission requirements of the RFP?

A. No. Under 24 CFR 983.301 (f)(2)(ii) "The PHA may not establish or apply different utility allowance amounts for the PBV Program. The same PHA utility allowance schedule applies to both the tenant-based and PBV programs."

Q5. Would you please clarify that the award of a project-based voucher ("PBV") is tied to the unit/property, and that means there is a steady revenue stream to the unit/property whether vacant or occupied?

A. A project based voucher unit links the housing assistance to the unit, rather than to the tenant as under the traditional Voucher Program. This allows for a reliable rent level that can be expected from the leased units. Under 24 CFR 983.352 – vacancy payments may be made to the owner, at Housing Authority of the City of Pittsburgh's discretion and as indicated in the HAP contract, for no more than a

period of 2 months (given proper documentation and prompt notification of the vacancy).

Q6. Would you please clarify the process regarding the award of PBV's in a scattered site environment? For example, if a developer puts up 4-units, they are eligible for 4 PBV's (i.e. 100%). If the same developer puts up second and third 2-unit or 3-unit or 4-unit buildings that are not contiguous to the others, would you please confirm that each building is eligible for 100% PBV's.

A. A project is defined to mean “a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.” So yes, multiple non-contiguous buildings of 4 units or less each would be eligible for up to 100% PBVs.

Q7. For rehabilitated properties, what is the required evidence of financing to be submitted with the RFP. I realize that more specific evidence of financing will be necessary before an agreement is granted, but my question relates to the evidence necessary to accompany the RFP.

A. At a minimum, the proposal should clearly identify the proposed sources of financing, type of financing, (e.g., loan, grant) and relevant terms of the financing. The stronger the evidence of financing, the higher the score.

Q8. How specific must the drawings be that are submitted with the RFP for rehab projects. Must they be architectural drawings? If not, how specific must they be?

A. Architectural and other drawings are not required in the proposal phase for rehabilitation projects. Submission of drawings for rehabilitation projects demonstrate capacity and readiness to proceed. For rehab projects, it will be more useful to show itemized work write-ups/specifications for the units, which could include drawings. The more detailed the drawings/specifications, the greater capacity and readiness that is demonstrated. This will be helpful in indicating how accurate the estimated rehab costs are, and also indicate the proposer's readiness, and thus the score received.

Q9. Is it correct that only a narrative description of the project needs to be submitted for a rehabilitation project, and that architectural drawings only need to be submitted for new housing projects?

A. This is correct. (However see Item #Q8.)

Attachment 4: Application for Project Based Voucher Assistance

Please visit www.HACP.org to download application

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
APPLICATION FOR PROJECT-BASED VOUCHER ASSISTANCE**

Owners or Project Sponsors should fill out **one application form for each site** in which Project Based Housing Choice Voucher assistance is sought as part of a full application as detailed in the full RFP. Please see the full RFP for all submission requirements.

Date: _____

Applicant Name: _____

Mailing Address: _____

I am requesting Project-based Housing choice Voucher assistance for a total of units.

1. Information on Units:

a. Project Address(es) - specify address(s) for **each building**:

Building:	Address(es):	Total No. of Units	Units Proposed for PBV Assistance
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____

b. Census Tract Number: _____

Percent of Poverty* In Tract: _____

Briefly describe the need for project-based assistance. Please include information on the number of non-assisted units, if any, in the project. Use additional pages as necessary:

c. Do any other units within the proposed project have another form of rental or other government assistance?

Other forms of assistance would include:

☐ Yes

☐ No

Section 236 Rental Housing Program

221d FHA Insurance Program for Multi-family or Cooperative Housing

Section 202 Supportive Housing for the Elderly

Section 811 Supportive Housing for Disabled Persons

HOME Investment Partnership Program

Housing Stabilization Funds

Community Development Block Grant funds

Low-Income Housing Tax Credits

HUD-insured or co-insured mortgages

Federal Home Loan Bank housing program funds

Tenant-based Section 8 Housing Choice Vouchers

Other federal, state or local subsidized housing program

If "**Yes**," describe the type(s) of assistance and number of units covered on a separate sheet of paper.

d. Affordability Restrictions

Is there a housing affordability restriction in the deed or other document?

☐ Yes

☐ No

If "Yes," name the housing program(s) requiring the restriction below:

When (date) do(es) the restriction(s) expire?

e. How many units of the total requested for PBV assistance are handicapped accessible - describe number and type of

[Number](#)

[Accessible Features](#)

f. Intended Resident Population (Check all that apply):

☐ Single Persons

☐ Elderly (62 yrs. and over)

☐ Targeted Populations receiving specific supportive services

☐ Families

☐ Disabled

g. Tenant Selection Criteria and Plan

Please attach your written tenant selection criteria and plan to fill the PBV assisted units. Note that HUD requires the HACP to operate the waiting list for Project Based Voucher Properties. HACP intends to establish and utilize a project-based Wait List to select applicants, but operators may apply additional screening criteria beyond basic HCV eligibility. At a minimum, the plan must describe, with specificity, your tenant screening criteria. If a credit check is one of the screening tools, the plan must include the criteria used to determine acceptability. Please note that criteria for screening both assisted and unassisted tenants must be consistent.

[illegible]

i. Please check who will be responsible for providing the following appliances:

Cooking Stove: Owner: Tenant:
Refrigerator: Owner: Tenant:

Requested Contract Term: _____ years (if request varies per bldg., attach explanation)

a. Owner/Project Sponsor must request a minimum term of 5 years up to a maximum term of 20 years.

b. Would you be willing to accept an extension of the contract if it were approved by the HACP?

Yes No

c. If "Yes," the owner should attach a letter indicating willingness to enter into a contract agreeing to accept a contract extension beyond the initial term if offered by HACP. The letter should specify the length of the additional term the owner/sponsor would accept.

Community Amenities:

<u>Distance to:</u>	<u>Less than a 1/4 Mile</u>	<u>miles</u>	<u>More than 3 Miles</u>
<u>Shopping (i.e., groceries, pharmacy, other everyday type of needs)</u>			
<u>Employment opportunities (i.e., organizations with 25 or more employees)</u>			
<u>Public transportation</u>			
<u>Significant Medical facilities (hospital)</u>			
<u>Public schools</u>			
<u>Parks, civic features</u>			

Unit/Apt. Complex Amenities (if inconsistent from building to building, attach explanation):

Check all that apply:

☐ Features adapted/adaptable for persons with disabilities

☐ Off street parking

☐ Laundry facilities

☐ Porches/decks/personal back yards

☐ Children's play areas

☐ Recreational facility for adults and children

☐ Common area function room(s)

☐ Other, please specify:

Experience Owning Rental Housing (check if any apply):

- a. ☐ 10 years or more experience owning affordable rental housing
- ☐ 1-9 years experience owning affordable rental housing
- ☐ 10 years or more experience owning other rental housing
- ☐ 1 to 9 years experience owning other rental housing
- b. On a separate page(s), describe your experience, including the exact number of years of experience in owning rental housing, the amount of that time devoted to affordable rental housing, if applicable; the number of units (specify separately number of affordable and other rental units); if you own the subsidized properties, the address(es) and funding source(s), and if you have ever had assistance terminated. If you have had assistance terminated, please identify the program(s) and state why. Attach as many separate page(s) as necessary.

Experience Managing and Maintaining Rental Housing (check if any apply):

- a. ☐ 10 years or more experience managing and maintaining affordable rental housing
- ☐ 1 to 9 years experience managing and maintaining affordable rental housing
- ☐ 10 years or more experience managing and maintaining other rental housing
- ☐ 1 to 9 years experience managing and maintaining other rental housing
- b. On a separate page(s), describe your experience or the experience of your property manager or as property manager, including the exact number of years of experience in managing and maintaining rental housing, the amount of that time devoted to affordable rental housing. Attach as many separate page(s) as necessary.

Applicant's Plans for Management and Maintenance of Units

- a. Do you have a written plan for the maintenance of the units?
- ☐ Yes ☐ No

If "Yes," please include the maintenance plan with this application. If "No," please prepare a description of how units will be maintained, both on an on-going and long-term basis, focusing on preventive maintenance, routine maintenance, emergency repairs, security, and health and safety-related areas. Be sure to identify what personnel will perform the maintenance of units and common areas, note where they are located and hours of operation.

- b. Do you have a written plan for the management of the units?
- ☐ Yes ☐ No

If "Yes," include the plan with this application. If "No," identify what personnel manages the units, note where they are located, hours of operation and any other descriptive information about their functions.

- c. If applicable, list any service that will be provided to tenants; identify service providers:

THIS SECTION NOT FOR SERVICES FOR EXCEPTED UNIT PLANS.

PLEASE SUBMIT EXCEPTED UNIT PLANS, IF APPLICABLE, AS A SEPARATE ATTACHMENTS AS PER THE RFP.

POPULATION	TYPE OF SERVICE	SERVICE PROVIDER

Identity of Interest

Provide the required information on a separate sheet of paper and attach to this application. The identity of the owner and other project principals and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest; certification showing that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation of the PBV Housing Assistance Payments (HAP) contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission must be provided to HACP as soon as the principal is known.

I, _____, attest and certify that all of the information herein contained is true and accurate to the best of my knowledge. I understand that by submitting this application for Project-based Housing Choice Voucher Program assistance, there is no promise or guarantee from the Housing Authority of the City of Pittsburgh (HACP) that my proposal will be accepted. I understand that in-place existing tenants must be certified as eligible to receive project-based assistance, and if they are not eligible, I will not displace them in order to qualify the unit for PBV assistance. I understand and agree to abide by the PBV assistance requirements to select tenants for vacant units from the site-based waiting list established for this purpose.

Signature of Owner

Owner's Phone Number

Date

Email address of Owner

Owner's Address

Name of Contact

Email address of Contact

Contact Phone Number

Attachment 5: Minority and Women Business Enterprise Participation

Offeror: _____ RFP#: _____

Due Date: _____

I. SMALL BUSINESS PARTICIPATION

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If “No”, are any Consultants classified as Women-Owned Business Enterprises?

Yes _____ No _____

If “No”, are any Consultants classified as Minority Business enterprises?

Yes _____ No _____

If “Yes”, please fill in the following chart:

If “Yes”, please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

All MBE/WBE firms must be certified in order for the MBE/WBE participation plan to be complete, copies of MBE/WBE Certification or documentation must be included for all firms.

Attachment 6: Section 3 Participation Plan

ATTACHMENT F - Section 3 Clause

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135/2 CFR Part 200, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135/200 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 2 CFR Part 200/24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 2 CFR Part 200/24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR Part 200/24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 2 CFR Part 200/24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200/24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____

SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1/2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)



SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:				SPEC or RFP NUMBER:			
JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident

ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period,

you must indicate on the lines below, the anticipated term for each position:



SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.



SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

**Attachment 7: AHAP parts I & II Form
HUD52531a and HUD52531b**

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV AGREEMENT TO ENTER INTO
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is entered into between:

 (“PHA”) and

 (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP contract”) units to in accordance with Exhibit B to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner of the contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II and the following Exhibits:

EXHIBIT A: The approved owner’s PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- location of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until any required subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will have separate effective dates for each stage.

_____ **Single-stage project**

- i. Effective Date for all contract units: _____
- ii. Date of Commencement of the Work: The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than _____ calendar days after the effective date of this Agreement.

_____ **Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

_____ This Agreement is for **New Construction** of units to be assisted by the project-based voucher program.

_____ This Agreement is for **Rehabilitation** of units to be assisted by the project-based voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specified in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner as determined by PHA in accordance with HUD requirements.
- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner as determined by the PHA in accordance with HUD requirements.
- C. The PHA may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work Completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, the owner may be required to submit additional documentation as evidence of completion of the housing. Check the following that apply:
 - _____ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - _____ An architect or developer's certification that the housing complies with:
 - _____ the HQS;
 - _____ State, local or other building codes;
 - _____ Zoning;
 - _____ The rehabilitation work write-up for rehabilitated housing;
 - _____ The work description for newly constructed housing; or
 - _____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract at this point. However, work deficiencies may be corrected in accordance with Section 1.10 of this Agreement.
- C. Acceptance: If the PHA determines that the work has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance Where Work Deficiencies Exist

- A. If the PHA determines that work deficiencies exist, the PHA shall determine whether and to what extent the deficiencies are correctable, whether the units will be accepted after correction of the deficiencies, and the requirements and procedures (consistent with HUD requirements) for such correction and acceptance of contract units. The PHA shall notify the owner of the PHA's decision.
- B. Completion in Stages: When the units will be completed in stages, the procedures of this section shall apply to each stage.

1.11 Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. Completion in Stages: When the units will be completed in stages, the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in the HAP contract for each stage. Upon acceptance of the first stage, the owner shall execute the HAP contract and the signature block provided in the HAP contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the HAP contract for such stage.
- C. Form of HAP contract: The terms of the HAP contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the HAP contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the HAP contract shall be completed by the PHA.
- D. Survival of Owner Obligations: Even after execution of the HAP contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial Determination of Rents

- A. The estimated initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rents for each unit may in no event exceed the amount authorized in accordance with HUD requirements. Where the estimated or the initial rent to owner exceeds the amount authorized under HUD requirements, the PHA shall establish a lower estimated or initial rent to owner (as applicable), in accordance with HUD requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the project-based voucher program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under HAP contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if it is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with HUD requirements.

1.15 Termination of Agreement and HAP Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action, to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in

default, pay annual contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
 3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.
- C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in contracts by any Federal department or agency or the Comptroller General. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the HAP contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the HAP contract.
- E. Exclusion of Owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, 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 in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally 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 in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

B. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–

1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 PHA and HUD Access to Premises and Owner Records

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, Federal Register notices or other binding program directives.

1.30 Applicability of Part II provisions – Check all that apply

- ☐ Training, Employment and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ☐ Equal Employment Opportunity
Section 2.2 only applies to construction contracts of more than \$10,000.
- ☐ Labor Standards Requirements
Sections 2.4, 2.8 and 2.10 apply when this Agreement covers nine or more units.
- ☐ Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY

Name (Print)_____

By:_____
Signature of Authorized Representative

Official title (Print):_____

Date:_____

OWNER

Name (Print)_____

By:_____
Signature of Authorized Representative

Official Title (Print): _____

Date: _____

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV AGREEMENT TO ENTER INTO
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2.1 Training, Employment and Contracting Opportunities

- (a) The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- (b) The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:
 - (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
 - (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 EQUAL EMPLOYMENT OPPORTUNITY

- (a) The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (b) The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- (c) The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information

as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

- (d) The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 RESERVED

2.4 HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within the 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such

violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee

rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 *et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and

Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.5-2.7 RESERVED

2.8 WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 RESERVED

2.10 EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.

(b) The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 FLOOD INSURANCE

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.