



**PINELLAS COUNTY HOUSING AUTHORITY**

**REQUEST FOR PROPOSALS (RFP) #25-009  
FOR ASSISTANCE UNDER THE SECTION 8 PROJECT-BASED VOUCHER  
PROGRAM FOR THE DEVELOPMENT OF NEW CONSTRUCTION HOUSING UNITS  
IN LARGO, FLORIDA**

Issue Date: August 20, 2025

**Application Due Date: 2 p.m. Eastern time on September 22, 2025**

Pinellas County Housing Authority  
11479 Ulmerton Road  
Largo, FL 33778

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## EXHIBITS

- A. Application Form and Schedule of Buildings Proposed for Assistance
- B. Certification of Previous Compliance with Fair Housing and Civil Rights Laws
- C. Certification of Eligibility for Participation in federal and PCHA Programs
- D. Non-Collusive Affidavit
- E. Certificate of Non-Organizational Conflict of Interest
- F. Certification of Applicant Regarding Debarment, Suspension and Other Responsibility Matters
- G. Certification Regarding Lobbying.
- H. Section 3 Plan for PCHA and Section 3 Contracting Policy and Procedure
- I. Developer Application Priority Certification
- J. HUD 5369-B–Instructions to Offerors
- K. HUD 5369-C– Certifications and Representations of Offerors
- L. HUD 5370-C Section I–General Conditions for Non-Construction Contracts
- M. Contract Provisions - 2 CFR 200.326
- N. Sample Contract ~ HAP contract

## Request for Proposal #25-009

### Schedule of Events

August 20, 2025	Issue Request for Proposal on PCHA's website, Housing Agency Marketplace and Tampa Bay Times
September 05, 2025 by 2 p.m. EST	Deadline to submit questions regarding the RFP
September 06, 2025	Responses to questions posted on PCHA's website & Housing Agency Marketplace
September 22, 2025 by 2 p.m. EST	Deadline for submittals to <a href="mailto:mle@pinellashousing.com">mle@pinellashousing.com</a>

RFP documents are located:

PCHA's website <https://pinellashousing.com/do-business-with-pcha/open-solicitations/> and  
Housing Agency Marketplace's website <https://ha.internationaleprocurement.com/>

PCHA RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMITTALS IF SUCH ACTION IS IN THE BEST INTEREST OF THE HOUSING AUTHORITY AND TO WAIVE ANY AND/OR ALL INFORMALITIES AND MINOR IRREGULARITIES. PCHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.

## **PINELLAS COUNTY HOUSING AUTHORITY**

### **REQUEST FOR PROPOSALS FOR ASSISTANCE UNDER THE SECTION 8 PROJECT-BASED VOUCHER PROGRAM FOR THE DEVELOPMENT OF NEW CONSTRUCTION HOUSING UNITS IN LARGO, FLORIDA**

#### **I. PURPOSE AND ELIGIBILITY**

The Pinellas County Housing Authority ("**PCHA**") is accepting proposals from property owner(s) and/or developer(s) (each, an "**Applicant**") to provide assistance under the Section 8 Project-Based Voucher ("**PBV**") program. PCHA may use up to 20% of its Section 8 budget authority for project-based assistance. PCHA estimates that it will be able to provide project-based assistance for approximately 4 units of housing located within Largo, Florida for families and individuals under the PBV program to support affordable housing opportunities. Priority will be given to housing located in the eastern side of Largo, Florida. PCHA reserves the right to award multiple contracts as deemed to be in the best interest of PCHA. PCHA may award all or none of the vouchers applied for.

PBVs are a component of PCHA's Housing Choice Voucher Program. PCHA will attach voucher assistance to specific developments. All units must meet the U.S. Department of Housing and Urban Development ("**HUD**") housing quality standards ("**HQS**") and all rent must be considered reasonable by PCHA.

The purpose of this Request for Proposals for Assistance Under the Section 8 Project-Based Voucher Program for the Development of New Construction Housing Units in Largo, Florida (this "**RFP**") is to select a development or developments that require and are eligible to use PBVs for the development of affordable housing. An award of PBVs will be made pursuant to an agreement between PCHA and the owner of the property for newly constructed units within the City of Largo, Florida.

Applicants should be aware of the following conditions:

1. All required land use approvals must be obtained by the Applicant. Any award of vouchers is contingent upon the Applicant receiving all required land use approvals.
2. The project must meet all applicable requirements of the HUD Project-Based and Housing Choice Voucher program regulations (24 CFR 983).
3. The project will be subject to a HUD subsidy layering review, in accordance with HUD subsidy layering regulations (24 CFR 4.13) to prevent excess subsidy. Successful Applicants will be required to submit a list of documents to PCHA, which will then be submitted to HUD for review.
4. The project must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable,

and accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

5. An Environmental Review and/or Assessment of the property will be required. If an Assessment is required, the cost will be charged to the Applicant.
6. Due to the above conditions and requirements, Applicants should be aware of the significant lead time necessary to secure all required approvals prior to commencement of construction.
7. Execution of an Agreement to enter into a Housing Assistance Payments Contract ("AHAP") is contingent upon the completion of all of the above requirements, which must be signed before construction of the proposed development begins. Upon final inspection of the work, the owner of the property and PCHA will execute a Housing Assistance Payments Contract ("**HAP Contract**").
8. Applicants should note that upon execution of the AHAP, the owner of the property will be required to comply with all federal requirements imposed by the AHAP, including the use of the federal Davis-Bacon construction wage guidelines, participation of Section 3 and minority-owned and women-owned business enterprise businesses and the need to obtain National Environmental Policy Act environmental clearance. A copy of the form of AHAP can be found at HUD.Gov and includes forms 52531A and 52531B.
9. Any award is contingent upon PCHA's receipt of adequate funding and necessary approvals from HUD.
10. Any development receiving at least 9 PBVs will be subject to Davis-Bacon construction requirements.

The following housing types ***are not eligible*** for PBV awards under this RFP:

1. Shared housing units;
2. Units on the grounds of a penal, reformatory, medical, mental or similar public or private institution;
3. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care or intermediate care (however, PBV assistance may be provided in assisted living facilities);
4. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students;
5. Manufactured homes;
6. Cooperative housing;
7. Transitional Housing;

8. High-rise elevator project for families with children;
9. Units occupied by an owner of the housing; or
10. Units occupied by a family ineligible for participation in the PBV program.

In addition, PBV assistance ***will not*** be provided to:

1. A public housing unit;
2. A unit subsidized with any other form of Section 8 assistance;
3. A unit subsidized with any governmental rent subsidy;
4. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
5. A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1) (except that PCHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
6. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program);
7. Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
8. Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);
9. Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
10. A Section 101 rent supplement project (12 U.S.C. 1701s);
11. A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b) (2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 *et seq.*); or
12. A unit with any other duplicative federal, state or local housing subsidy, as determined by HUD or by PCHA in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state or local tax concession (such as relief from local real property taxes).

## **II. ELIGIBLE APPLICANTS**

Applicants proposing new construction affordable housing for low or moderate income and/or homeless families, veterans and individuals in Largo, Florida, with priority given to the eastern side of Largo.

### **III. THRESHOLD ELIGIBILITY REQUIREMENTS FOR PROPERTIES AND APPLICANTS RECEIVING PROJECT-BASED VOUCHERS FROM PCHA**

1. The property must be located in the City of Largo, Florida;
2. The Applicant must prove ownership of the site or control of proposed site by a purchase contract, purchase or lease option, deed or, lease, in each case, where such control extends through the proposed date for acquiring title to the site;
3. The Applicant must be incorporated, formed or organized in the State of Florida;
4. The Applicant must have policies and procedures including admission policies, rules for resident behavior, procedures for involuntary discharge and a complaint procedure;
5. The Applicant must have in place the following insurance which shall be written by companies authorized to do business in the state of Florida and acceptable to PCHA:
  - a. Comprehensive general liability insurance at limits not less than One Million Dollars (\$1,000,000.00) combined single limits;
  - b. Commercial general liability insurance including contractual liability coverages in the amount not less than One Million Dollars (\$1,000,000.00) combined single limits; and
  - c. Workers Compensation Insurance as required under Florida law.
6. The Applicant must comply with the laws and regulations of the City of Largo, including but not limited to laws involving the use, maintenance and operation of structures, including building permits, zoning, code enforcement and rental certificates of compliance;
7. The Applicant must not be involved in any current litigation or contractual dispute with PCHA, the City of Largo, Pinellas County or any other municipality in Pinellas County;
8. The Applicant must designate a point of contact for PCHA staff;
9. The Applicant must provide to PCHA, HUD or its agents reports, financial and other information as requested that may be needed to ensure compliance with local, state and federal laws and regulations; and
10. The Applicant, or the owner of the property, as applicable, must be able to enter into an AHAP and start the project for which PBVs have been requested within a 24-month period after the announcement of award of PBVs or PCHA reserves the right to withdraw the award. PCHA may extend the 24-month period upon request of the Applicant.

### **IV. SPECIFIC REQUIREMENTS**

- **Resident Choice and Continued Assistance.** When a family or individual moves out of a unit with PBV assistance, it will be replaced by a family/individual that is referred from

PCHA's waiting list or a Veteran's wait list of a Veterans Affairs Supportive Housing Voucher. This will ensure that the specified number of subsidies continue to be used at the development throughout the term of PCHA's contract with the owner.

- **HAP Contract.** A form of the HAP Contract can be found at HUD.Gov.
- **Contract Term and Extension.** PCHA has the discretion to set the initial contract term for any period of time up to a maximum of twenty (20) years, subject to the availability of adequate annual appropriations. The initial contract may be less than twenty (20) years at PCHA's discretion and may be extended for a period of up to twenty years if PCHA considers such extension appropriate to achieve long-term affordability or to expand housing opportunities. At PCHA's option, the initial contract may bind the owner to accept extensions offered by PCHA.
- **HQS and Inspections.** Each unit identified to receive project-based assistance must pass a HQS inspection before a HAP Contract may be signed. PBV contracts are subject to the same annual/biennial inspection requirements as tenant-based vouchers.
- **Rent.** PCHA's contract with the owner sets the rent for each unit with PBV assistance. The amount of the rent may not exceed the lower of the applicable maximum level, as explained below, or the "reasonable" rent in light of the rents charged for comparable unassisted units in the area. The applicable maximum level is the maximum voucher payment standard which is 110 percent of the HUD-determined fair market rent ("FMR"). Up to this maximum, the rent for a unit is allowed if the rent is reasonable. In some cases, HUD may approve at their discretion exception rents for as much as 120 percent of the HUD-determined FMR. An independent reasonable rent study in accordance with HUD requirements will be prepared to determine the initial contract rent. 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 PCHA in accordance with the HAP Contract.
- **Rent Increases.** Rent increases during the term of the contract may be approved by PCHA so long as the increased rents do not exceed the above rent limits and are reasonable. HUD's annual adjustment factors do not apply.
- **Individual or Family Share of the Rent.** Individuals or families with PBVs pay 30 percent of their adjusted income for rent and utilities.
- **Waiting List.** PCHA may, at its discretion, maintain a separate waiting list for any project eligible for PBV assistance. Owners are responsible for selecting tenants for units assisted with PBVs from among the persons or families referred by PCHA from its waiting list. An owner may refer persons or families that apply directly to the development to PCHA to be placed on the waiting list. No person or family is required to accept PBV assistance; persons or families that reject an offer of PBV assistance or are rejected by the owner and are on the tenant-based voucher waiting list retain their place on that list.



- **Targeting.** The income of persons or families selected for PBV units is considered in determining whether PCHA has complied with the requirement that at least 75 percent of new admissions to the voucher program each year must have incomes at or below 30 percent of the area median income.
- **Feasibility.** Proposed developments must be new construction, financially feasible and operationally viable, as demonstrated via submission of development and operating proformas. Proformas must show the need for the PBV to make the development feasible. This will be demonstrated by providing proformas with and without PBV.
- **Priority Projects.**
  - 1. Projects utilizing PBV to ensure project feasibility (to increase debt for Gap financing) will be given priority over projects that do not require PBV for financial feasibility.
  - 2. Projects that allow PCHA to share in the ownership interest of the development will be given priority.
  - 3. Projects that are located in an area that is part of a revitalization that may or may not include a site that is or was Public Housing.
  - 4. Projects that serve a special needs population such as homeless, physically disabled, at risk of being or are homeless, youth aging out of foster care, survivors of domestic violence, persons with severe and persistent mental illness or persons with intellectual or developmental disabilities.
- **Location.** PCHA will provide PBV assistance with the goal of expanding housing and economic opportunities to the maximum extent feasible. Proposed developments located in Largo, Florida and in close proximity to social, recreational, educational, commercial and health facilities and other municipal facilities and services, either on site or off-site.

It is PCHA's goal to select sites for PBV assistance that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal, PCHA will limit approval of sites for PBV assistance in census tracts that have poverty concentrations of 25 percent or less. However, PCHA will grant exceptions to the 25 percent standard where PCHA determines that the project-based assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 25 percent, such as:

- A site which is located in a census tract in which the proposed development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A site which is located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

- A site which is located in a census tract in which the proposed development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A site which is located in a census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A site which is located in a census tract where there has been an overall decline in the poverty rate within the past five years;
- A site which is located in a census tract where there are meaningful opportunities for educational economic advancement; or
- A site which currently is or previously was a Public Housing Development and is proposing a revitalization to a mixed income development.

➤ **Supportive Services.** An Applicant intending to make supportive services available at a project must make such supportive services available to all residents receiving PBV assistance in the project, but the residents do not actually have to accept and receive supportive services for the unit to be considered an "excepted unit" (as such term is defined in 24 CFR Part 983), however, the family occupying such excepted unit must be eligible to receive the supportive services for such unit to be considered an excepted unit). It is not necessary that the services be provided at or by the project but must be reasonably available to residents receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. PCHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

NOTE: Clinical Services, except for drug and alcohol treatment, cannot be used to meet the minimum required services for a PBV unit to be considered an excepted unit.

Applicants who can offer the minimum level of supportive services as may be required by Florida Housing Finance Corporation in connection with the award of low-income housing tax credits will be given priority.

PCHA may not enter into an AHAP for new construction developments until it has determined that the site complies with the HUD required site and neighborhood standards set forth at 24 CFR 983.55(e).

Upon completion of construction and issuance of an occupancy permit, and provided that all other requirements under this RFP have been met, PCHA will enter into a HAP Contract with the owner for the site selected and approved for PBV assistance. PCHA 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.

## V. APPLICATION INSTRUCTIONS

Any questions regarding the application must be submitted in writing. Questions are to be directed to Mr. Minh Le, Contract Administrator by email at [mle@pinellashousing.com](mailto:mle@pinellashousing.com), no later than 2:00 p.m., eastern standard time on September 05, 2025.

**Applications are due at 2 p.m. eastern standard time on September 22, 2025**, and must be received by email at [mle@pinellashousing.com](mailto:mle@pinellashousing.com). Late responses may not be accepted. Confirmation of email submittal will be provided within two (2) hours of receipt.

Only proposals submitted in response to this RFP will be considered. Submitted responses must respond to all requirements as outlined in this RFP; incomplete proposals will not be considered for award.

No proposals may be withdrawn for a minimum period of 90 days following the RFP deadline without the consent of PCHA.

Minority-owned and women-owned business enterprise businesses are encouraged to respond to this RFP.

Please tab responses as required (see Application Contents below). Email subject should state:

**Title: RFP #25-009 FOR ASSISTANCE UNDER THE SECTION 8 PROJECT-BASED  
VOUCHER PROGRAM FOR THE DEVELOPMENT OF NEW CONSTRUCTION  
HOUSING UNITS IN LARGO, FLORIDA**

## VI. APPLICATION CONTENTS

Omission of any of the following information, documents or certifications will render the application non-responsive. All applications shall contain the following:

**Tab 1      Application Form:** (Use Exhibit A --- Application Form and Schedule of Buildings Proposed for Assistance.)

**Tab 2      Threshold Application Requirements:**

1.      **Letter of Interest.** Applicant's submittals shall be accompanied by a Letter of Interest on the Applicant's letterhead. The letter should state Applicant's understanding of the engagement, the commitment to perform the work, if any, expeditiously, a brief statement indicating why the Applicant believes itself to be best qualified to perform the engagement, and a statement that the response is firm and irrevocable for 90 days.
2.      **Proven Ownership or Control of Property Proposed for Project-Based Assistance.**

3. **Compliance with Fair Housing and Civil Rights Laws.** (Use Exhibit B - -- Certification of Previous Compliance with Fair Housing and Civil Rights Laws.)

All Applicants and their employees must comply with all Fair Housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a).

The Applicant will not be eligible for consideration if the Applicant—

- Has been charged with a systemic violation of the Fair Housing Act by HUD alleging ongoing discrimination;
- Is a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination; or
- Has received a letter of noncompliance findings under Title VI, Section 504, or Section 109

PCHA will not rate or rank an application if the charge, lawsuit or letter of findings has not been resolved to the satisfaction of PCHA before the application deadline stated in this RFP. PCHA's decision regarding whether a charge, lawsuit or a letter of findings has been satisfactorily resolved will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit or letter of findings.

4. **Certification that the Applicant has not been deemed ineligible for participation in Federal and HUD programs.** (Use Exhibit C --- Certification of Eligibility for Participation in federal and HUD Programs.)

The Applicant will not be eligible for consideration if the Applicant:

- Has had its participation in federal programs limited;
- Has been debarred from participation in federal programs;
- Has been charged with fraud or abuse of a Section 8 program;
- Is a defendant in a fraud or abuse lawsuit filed by the Department of Justice, HUD or PCHA alleging fraud or abuse; or
- Has received a letter from the Department of Justice, HUD or PCHA alleging fraud or abuse.

PCHA will not rate or rank an application if the charge, lawsuit or letter of findings has not been resolved to the satisfaction of PCHA before the

application deadline stated in this RFP. PCHA's decision regarding whether a charge, lawsuit or a letter of findings has been satisfactorily resolved will be based upon whether appropriate actions have been taken to address allegations of fraud or abuse in the policies or practices involved in the charge, lawsuit or letter of findings.

**Tab 3      Property Requirements:**

1.      The application for project-based assistance must provide a schedule of buildings indicating that the units proposed for participation in the project-based program are either: (a) equal to or less than 25 percent of the units in any project, (b) excepted units in a multifamily building because they are specifically made available for elderly families or families receiving supportive services (also known as qualifying families), (c) the unit(s) are in a single-family dwelling, defined as 1–4 family dwellings per building, (d) the proposed project will be for families or individuals and will provide resident services for all residents in accordance with the U.S. Housing Opportunities Through Modernization Act of 2016 ("**HOTMA**"), as implemented by HUD or (e) as otherwise permitted by HOTMA, as implemented by HUD (Use enclosed form --- Application Form and Schedule of Buildings Proposed for Assistance).
2.      The Applicant must submit development and operating pro-formas evidencing the financial feasibility and operation viability of the proposed new construction. Two versions must be submitted, for review, showing the proposed development with and without the voucher rents to determine the need. Sizing of the actual voucher need will be in accordance with the HUD Subsidy Layering Review requirements and may be more formally determined after scoring.
3.      The Applicant must provide evidence that the proposed new construction development is permitted by applicable zoning ordinances, or evidence to indicate that any rezoning or relief required would likely occur and not delay the development.
4.      A letter signed by the Applicant must be submitted that assistance will not be attached to a unit that is occupied by the Applicant.
5.      Proposed Development Methods and Strategy: Provide a narrative description of the Applicant's methods and strategy to develop this new construction project. Illustrate this approach with descriptions of at least three such developments in which the proposer participated, including one well-established development and one recently completed development.

**Tab 4      Management Capability:**

The Applicant shall submit the following information regarding its qualifications:

1. **Organizational Structure and Staffing.** Provide a detailed description of the organizational structure and staffing of the Applicant. List the members of the Applicant's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Applicant's team. Additionally, for each discipline represented on the Applicant's team, indicate if familiarity with state or local rules, practices or conditions are important to the effective accomplishment of the development and, if so, indicate the extent of and basis for the team's familiarity.
2. **Profile of Principals and Key Staff.** Provide profiles of the principals and key staff to be involved in the development effort. This information should specify their roles, their existing time commitments, their previous similar development experience, and whether the staff will be locally based. Identify the individual who will serve as the project manager and who will direct and coordinate the development project to completion.
3. **Termination.** Indicate whether the Applicant or any Applicant team member has been terminated from a contract, and if so, describe the circumstances and outcome.
4. **Litigation.** Indicate whether the Applicant or any Applicant team member has ever sued or been sued by a public agency, and if so, describe the circumstances and outcome.
5. **Previous Housing Development Experience.** Provide information on the most recent multifamily rental development projects (up to 20) in which the Applicant has participated. This information should list the location, size, ownership type, public programs utilized, income levels served (very low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), extent of community and/or resident participation, extent and nature of resident services programs and development cost.
6. **Capacity.** Applicant shall certify that the Applicant and all team members are available to start immediately. The Applicant should describe any existing time commitments of the proposed team members or their proposed staff which would impair the Applicant's ability to proceed expeditiously.
7. **References.** Provide the name, mailing address and telephone number of two community partner references, two housing authority references (if Applicant has housing authority experience and if not, provide 2 others), two tax credit investor references and at least one housing finance agency reference. Please provide list only and not letters of reference.

8. **Understanding Local Requirements.** Demonstrate that the Applicant possesses an understanding of local requirements and procedures that will enable the effort to be efficiently completed.

Applicants may submit as much information as necessary to prove the above. The rating of the Applicant and the Applicant's company and staff, for technical merit or threshold compliance will include any agents, consultants and members of boards of directors.

The proof submitted may take a variety of forms including experience statements, resumes of staff in key management positions, operating and maintenance procedures, staffing patterns, etc.

Please remember that only those Applicants determined by PCHA to have management capability will be selected for participation.

**Tab 5      Other submission requirements:**

In addition to the above, the Applicant must submit the following:

- D. Non-Collusive Affidavit
- E. Certificate of Non-Organizational Conflict of Interest
- F. Certification of Applicant Regarding Debarment, Suspension and Other Responsibility Matters
- G. Certification Regarding Lobbying
- H. Developer Application Priority Certification
- I. HUD 5369-C– Certifications and Representations of Offerors

**VII. SCORING CRITERIA FOR NEW CONSTRUCTION UNITS:**

1. **Rating Panels.** To review and rate proposals PCHA will establish a rating panel. This panel may include persons not employed by PCHA.
2. **Threshold Requirements.** PCHA will review each proposal to determine whether it meets all of the threshold requirements. If the proposal does not meet the threshold requirements, it may not be rated or ranked.
3. **Rating.** PCHA will evaluate and rate all applications for assistance that meet the threshold requirements according to the rating factors below. The rating of the applications for technical merit or threshold compliance will include any owners, employees, agents, consultants and members of boards of directors.
4. **Ranking.** PCHA will rank all Applicants who meet the threshold requirements by assigning points to each of the rating criteria requirements. Ranking will be given with those Applicants by points assigned.

5. **Negotiations.** Negotiations shall be conducted with Applicants who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the factors as specified in this RFP. Such Applicants shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Applicants of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the requirements of this RFP. No Applicant shall be provided with information about any other Applicant's proposal, and no Applicant shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations.
  
6. **Award.** After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm(s) whose qualifications and other factors considered are the most advantageous to PCHA. Within 10 business days of PCHA making the selection, PCHA will notify the selected Applicant in writing of the Applicant's selection for the PBV program under this RFP. PCHA will also notify in writing all Applicants that submitted applications that were not selected and advise such Applicants of the name of the selected Applicant. In addition, PCHA will publish its notice for selection of PBV applications for two consecutive days in the same newspapers and trade journals PCHA used to solicit the applications. The announcement will include the name of the Applicant that was selected for the PBV program under this RFP. PCHA will also post the notice of Applicant selection on its website.
  
7. **Right to Award Multiple Contracts.** PCHA reserves the right to award multiple contracts under this procurement as deemed to be in the best interest of PCHA. Furthermore, PCHA reserves the right to award all or none of the vouchers applied for and to cancel and/or reissue this RFP at any time in PCHA's sole discretion.
  
8. **Factors for Award Used to Evaluate and Rate Applications.** The points awarded for the base rating factors total 100.

Criteria	Points
<b>Base Factors</b>	
<b>Property Requirements</b>	
1. Extent to which proposed development will further PCHA goal of expanding housing and economic opportunities	20
2. Extent to which services and amenities will be provided on site or in the immediate area, including social, recreational, educational, transportation, commercial and health facilities and services and other municipal facilities and services	20



<p>3. Priority Projects – maximum of five (5) points each</p> <p>A. GAP financing</p> <p>B. PCHA ownership interest</p> <p>C. Revitalization Project</p> <p>D. Special Needs Population</p>	20
<b>Management and Financial Capability</b>	
<p>4. The Applicant has adequate experience and capability to build new construction housing and meet the requirements of this RFP</p>	20
<p>5. Proposed building(s) must be financially feasible and operationally viable and show need for PBV, as demonstrated by submission of development and operating pro-formas</p>	20



## **RFP 25-009**

### **EXHIBITS**

- A. Application Form and Schedule of Buildings Proposed for Assistance
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- K. HUD 5369-C– Certifications and Representations of Offerors
- L. HUD 5370-C Section I–General Conditions for Non-Construction Contracts
- M. Contract Provisions - 2 CFR 200.326
- N. Sample Contract ~ HAP Contracts

EXHIBIT A

**APPLICATION FORM AND SCHEDULE OF BUILDINGS PROPOSED FOR ASSISTANCE**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

1. OWNERSHIP

A. Property Owner: \_\_\_\_\_

Entity Type: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

B. Site Control

(Please check the appropriate response and attach one of the following documents as evidence of site control).

\_\_\_\_\_ Deed                      \_\_\_\_\_ Contract of Sale                      \_\_\_\_\_ Option to Purchase

\_\_\_\_\_ Pre-Lease Agreement                      \_\_\_\_\_ Long-term Lease Agreement

Property Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Does the proposed new construction comply with local zoning and building codes?

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

\_\_\_\_\_  
\_\_\_\_\_

2. BUILDING CHARACTERISTICS

Demographic: \_\_\_\_\_

Type of Building design: \_\_\_\_\_

Number of Residential Buildings: \_\_\_\_\_

Number of Stories: \_\_\_\_\_

Available Parking: \_\_\_\_\_ Off-Street \_\_\_\_\_ On-Street \_\_\_\_\_

Units to Receive Project Based Assistance:

1-Bedroom \_\_\_\_\_

2-Bedroom \_\_\_\_\_

3-Bedroom \_\_\_\_\_

Other (describe) \_\_\_\_\_

Amenities and Services:

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---

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Total Number of Units in Development to Receive Project Based Assistance: \_\_\_\_\_

Total Number of Units in Development: \_\_\_\_\_

Are the units proposed for participation in the PBV program equal to or less than 25 percent of the total units in the project? \_\_\_\_\_

If no, are the Units:

(a) Excepted units in a multifamily building because they are specifically made available for elderly families or families receiving supportive services (also known as qualifying families)?

\_\_\_\_\_ If yes, please explain the type of excepted unit and how many such excepted units?

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(b) Located in a single-family dwelling (defined as 1–4 family dwellings per building)? \_\_\_\_\_

(c) Otherwise permitted to exceed the 25% per project cap pursuant to the U.S. Housing Opportunities Through Modernization Act of 2016, as implemented by the U.S. Department of Housing and Urban Development? \_\_\_\_\_ If yes, please explain the reasoning

---

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3. GENERAL LIVING QUALITY

Please provide detailed information about proximity to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services, either on site or off-site, including those that may be geared toward elderly or family residents.

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4. PRIORITY PROJECTS

1. Does the project require PBV to ensure project feasibility (to increase debt for Gap financing)? This must be demonstrated through proformas submitted with this response showing the project with and without PBV.

YES \_\_\_\_\_ NO \_\_\_\_\_.

2. Is the project willing to allow PCHA to share in the ownership interest of the development? This can be negotiated upon award.

YES \_\_\_\_\_ NO \_\_\_\_\_.

3. Is the project located in an area that is part of a revitalization which may or may not include a site that is or was Public Housing?

YES \_\_\_\_\_ NO \_\_\_\_\_.

4. Is the project that serving a special needs population such as homeless, physically disabled, at risk of being or are homeless, youth aging out of foster care, survivors of domestic violence, persons with severe and persistent mental illness or persons with intellectual or developmental disabilities?

YES \_\_\_\_\_ NO \_\_\_\_\_.

If YES specify the special needs population to be served: \_\_\_\_\_

EXHIBIT B

**CERTIFICATION OF PREVIOUS COMPLIANCE WITH FAIR HOUSING AND CIVIL RIGHTS LAWS**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

This is to certify that the above-named property owner, its directors, and employees are in full compliance with all Fair Housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a).

The above-named property owner, its directors, and employees also understand that they will not be eligible for consideration as an Applicant for assistance for existing units under the PBV program if any one of the following is true —

- Has been charged with a systemic violation of the Fair Housing Act by HUD alleging ongoing discrimination;
- Is a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination; or
- Has received a letter of noncompliance findings under Title VI, Section 504, or Section 109.

Additionally, the above-named property owner, its directors and employees also understand that PCHA will not rate and rank an application if the charge, lawsuit or letter of findings has not been resolved to the satisfaction of PCHA before the application deadline stated in the Request for Proposals for Assistance Under the Section 8 Project-Based Voucher Program for New Construction Housing Units in Largo, Florida. PCHA's decision regarding whether a charge, lawsuit or a letter of findings has been satisfactorily resolved will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit or letter of findings.

**TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Owner or Authorized Agent**

\_\_\_\_\_  
**Date**

EXHIBIT C

**CERTIFICATION OF ELIGIBILITY FOR PARTICIPATION IN FEDERAL AND PCHA PROGRAMS**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

This is to certify that the above named property owner, its directors, and employees have not had participation in federal programs limited; have not been debarred from participation in federal programs; have not been charged with fraud or abuse of a Section 8 program; is not a defendant in a fraud or abuse lawsuit filed by the Department of Justice, HUD or PCHA alleging fraud or abuse; or have not received a letter from the Department of Justice, HUD or PCHA alleging fraud or abuse in any federally-funded program, and that the occurrence of such would render the property owner, its directors, and employees ineligible for consideration as an Applicant for assistance for existing units under the PBV program.

Additionally, it is understood that PCHA will not rate and rank an application if the charge, lawsuit or letter of findings has not been resolved to the satisfaction of PCHA before the application deadline stated in the Request for Proposals for Assistance Under the Section 8 Project-Based Voucher Program for New Construction Housing Units in Largo, Florida. PCHA's decision regarding whether a charge, lawsuit or a letter of findings has been satisfactorily resolved will be based upon whether appropriate actions have been taken to address allegations of fraud or abuse in the policies or practices involved in the charge, lawsuit or letter of findings.

**Definition of Fraud and/or Program Abuse**

"Fraud" and "abuse" mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of housing choice voucher program funds in violation of program requirements.

**TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Owner or Authorized Agent**

\_\_\_\_\_  
**Date**

**EXHIBIT D**

**NON-COLLUSIVE AFFIDAVIT**

State of: \_\_\_\_\_) s.s.

County of: \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ the party making the foregoing bid or proposal, that such bid or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, or to secure any advantage against the Pinellas County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

Signature of:

\_\_\_\_\_  
Applicant, if the vendor is an individual

\_\_\_\_\_  
Partner, if the vendor is a Partnership

\_\_\_\_\_  
Officer, if the vendor is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_



EXHIBIT E

**CERTIFICATE OF NON-ORGANIZATIONAL CONFLICT OF INTEREST**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

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

- (a) Result in an unfair competitive advantage to the Applicant; or,
- (b) Impair the Applicant's objectivity in performing the contract work.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Owner or Authorized Agent**

\_\_\_\_\_  
**Date**

EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

1. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Owner or Authorized Agent**

\_\_\_\_\_  
**Date**

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING**

**Property Owner's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

The Applicant and its principals certify that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

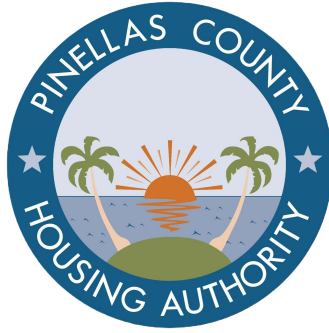
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

\_\_\_\_\_  
**Signature**

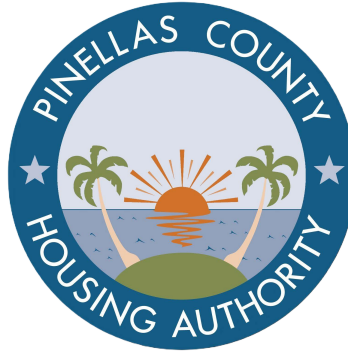
\_\_\_\_\_  
**Name of Owner or Authorized Agent**

\_\_\_\_\_  
**Date**



## **EXHIBIT G**

### **Section 3 Plan for PCHA and Section 3 Contracting Policy and Procedures**



SECTION 3 PLAN

FOR

THE PINELLAS COUNTY

HOUSING AUTHORITY

## **Table of Contents**

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### **Exhibits/Forms**

Exhibit 1: PCHA Contracting Policy & Procedure

Exhibit 2: PCHA Opportunities Plan

## **General Policy Statement**

It is the policy of the Pinellas County Housing Authority (PCHA) to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The PCHA implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the PCHA and other qualified low, very low, and extremely low-income persons residing within PCHA's jurisdiction.

This policy shall result in a reasonable level of success in the recruitment, employment, and utilization of PCHA residents and other eligible persons and businesses by PCHA contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The PCHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to PCHA residents prior to acting on any proposed contract award.

### **Section 3 Purpose**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the Pinellas County Housing Authority to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents, section 8 recipients and other low-income persons, government housing assistance, and business concerns that provide economic opportunities to Housing Authority residents and other low- and very-low income persons.



### **Section 3 Contracting Policy and Procedure**

The PCHA will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. Contractors must comply with the Davis Bacon Act. The Section 3 Contracting Policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference (CBE) shall be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section prior to submitting bids/proposals to the PCHA. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The Procurement Policy of the PCHA encourages Small Disadvantaged Businesses (SDB) and Minority and Women Business Enterprises (M/WBE) to participate in contract awards.

### **Section 3 Plan**

The Pinellas County Housing Authority, in conjunction with the Pinellas County Community Development Department will develop a Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3

PCHA's intent to develop this plan is to include input from various county departments to include Community Development, Housing and Neighborhood Improvements, Purchasing, as well as HUD. Where applicable, input from other agencies and companies will be considered.

### **Section 3 Employment & Training Goals**

It is the policy of the PCHA to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). PCHA has established employment, and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. Numerical goals for meeting the hiring and training requirements of PCHA, to the greatest extent feasible, is 30% per year.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. **All contractors submitting bids or proposals to the PCHA are required to certify that they will comply with the requirements of Section 3 by completing the Section 3 Opportunities Plan or their bids may be deemed non-responsive.**

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included on Page 10 of Exhibit 1, hereto.

### **Section 3 Program Participant Certification Procedure**

The PCHA will certify Section 3 program participants who meet the income eligibility requirements and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Page 12 of Exhibit 1 - Section 3 Participant Eligibility for Preference form).

- All persons who meet the Section 3 eligibility guidelines can, by appointment, visit with the designated PCHA staff to complete a job readiness assessment.
- Once this assessment is complete, the designated PCHA staff will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are equipped to address the individual's needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of the PCHA's commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

## Resident Hiring Requirements

The PCHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to provide unskilled labor will be able to participate in PCHA's contracted labor efforts. A prime contractor may satisfy PCHA resident hiring requirements through its subcontractors.

<b>TOTAL LABOR DOLLARS CONSTRUCTION USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT AS A % OF TOTAL LABOR DOLLARS</b>
Labor dollars less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 - 1/2% of the labor dollars

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Rainbow Village, French Villas, or Lakeside Terrace public housing residents, section 8 recipients or subcontract/joint venture with a business that employs full-time, 30% or more Rainbow Village, French Villas, or Lakeside Terrace public housing residents, Section 8 recipients or specific low, very low-income, and extremely low-income individuals within a 50 mile radius of the site where the project commences.
2. Direct hiring of qualified Pinellas County Housing Authority's Rainbow Village, French Villas, or Lakeside Terrace public housing residents, Section 8 recipients and/or low and very low-income neighborhood residents and provide job training to Section 3 residents if there are no qualified individuals for open positions.
3. Contractor makes a contribution to PCHA's Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth above.

### **Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals**

The PCHA will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals as follows:

- The contractor submits a list to the designated PCHA staff, of the number and type of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- PCHA's designated staff will provide the contractor with a list of interested and qualified Section 3 residents.
- PCHA's designated staff will provide contractor with a list of appropriate Section 3 business concerns interested and qualified to provide desired services.
- PCHA's designated staff will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- PCHA's designated staff will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

## **Preference for Contracting with Section 3 Business Concerns**

The PCHA, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts with Section 3 business concerns in the following order of priority and to expend greatest extent feasible efforts to achieve, at a minimum, the numerical goals PCHA has established:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** HUD Youthbuild programs being carried out in PCHA's jurisdiction which Section 3 covered assistance is expended.
- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contracting goals for awards to Section 3 Business Concerns (CBE) are at least ten percent (10%) of the total dollar amount of all Section 3 related contracts for the building trades work (for rehabilitation, construction, maintenance, repair, modernization or development of public housing and at least three percent (3%) of all other Section 3 contracts.

Bids received from Section 3 Business concerns must be within the maximum total contract price established in PCHA's budget for the specific project, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x-lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000.....	9% of that bid, or \$16,000.
At least \$200,000 but less than \$300,000.....	8% of that bid, or \$21,000.
At least \$300,000 but less than \$400,000.....	7% of that bid, or \$24,000.
At least \$400,000 but less than \$500,000.....	6% of that bid, or \$25,000.
At least \$500,000 but less than \$1 million.....	5% of that bid, or \$40,000.
At least \$1 million but less than \$2 million.....	4% of that bid, or \$60,000.
At least \$2 million but less than \$4 million.....	3% of that bid, or \$80,000.
At least \$4 million but less than \$7 million.....	2% of that bid, or \$105,000.
\$7 Million or more.....	1-1/2% of the lowest responsive bid, with no dollar limit.

### **Evidence of Section 3 Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the PCHA shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form (CBE), which can be obtained from the PCHA's designated staff. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the designated staff of the PCHA prior to the submission of bids for approval. If the PCHA designated staff previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.



## **Resident-Owned Business Contracting**

PCHA will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing agency residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to PCHA that shows how each of the following requirements have been met:

- submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- disclose to the PCHA designated staff, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. PCHA will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best business, economic and service interests of the authority.

### **Efforts to Award Contract Opportunities to Section 3 Business Concerns**

The PCHA may use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, and posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on PCHA's contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the Pinellas County Economic Development Department business assistance agencies, Small Disadvantaged, Minority and Women's Business Enterprise (S/M/WBE) contractor associations, and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist PCHA with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

### **Section 3 Residents Recruitment, Training, and Employment Goals**

PCHA may develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Advertise training opportunities by distributing flyers, mailings, and posting in common areas of the housing developments as well as all PCHA public housing management offices.
- Contact resident councils as well as neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.
- Advertise employment opportunities by posting job vacancies in common areas of all of the PCHA's housing developments as well as contacting resident councils and neighborhood community organizations.
- Develop a database of certified Section 3 residents of public housing and other Section 3 residents, including skill assessment and eligible qualified Section 3 Business concerns.
- Develop relationships with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

### **Employment of Section 3 Program Participants**

- The PCHA designated staff will conduct a pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be resolved between the employee and employer, the PCHA designated staff will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. Written documentation of the problem should be submitted to the PCHA designated staff.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a PCHA lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with PCHA (current documented eviction, criminal and drug activity, trespassing, etc.)
- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive referrals for help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources.

### **Contractor's Requirements in Employing Section 3 participants:**

Under the Pinellas County Housing Authority's Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
  - - a) **Category 1 - Section 3 Resident**  
Residents of the housing development for which the contract shall be expended.
    - b) **Category 2 - Section 3 Resident**  
Residents of other PCHA housing developments.
    - c) **Category 3 - Section 3 Resident**  
Participants in HUD Youthbuild program being carried out in the project boundary area.
    - d) **Category 4 – Section 3 Resident**  
Section 8 recipients and other eligible residents residing within 50 miles of the work to be completed (project), as established by PCHA, who meet the income guidelines for Section 3 preferences (refer to 24 CFR 135.5 Definitions).
- After the award of contracts, the contractor must, prior to beginning work provide the following:
  - names of the Section 3 business concerns (CBE) to be utilized,
  - estimates of the number of employees to be utilized for contract,
  - projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
  - efforts that will be utilized to seek Section 3 participants. (See Exhibit 2)
- Contractors must notify the PCHA designated staff of their interests regarding employment of Section 3 participants prior to hiring. The PCHA designated staff will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness and lease status (resident in good standing, not involved in any legal proceedings against/with the PCHA, etc.).
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the PCHA designated staff.
- Immediately notify the PCHA designated staff of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the PCHA designated staff if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the PCHA designated staff to determine if an investigation is warranted.

**The types of employment opportunities generated by Section 3 covered assisted projects include management, administrative, and all construction trades (skilled and unskilled).**

### **PCHA's Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, PCHA encourages submittal of such complaints to its PCHA designated staff as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The PCHA designated staff will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The PCHA designated staff will provide written documentation detailing the findings of the investigation to the Executive Director. The Executive Director will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the PCHA, a complaint may be filed with the local HUD FHEO Office or to:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)  
[www.hud.gov](http://www.hud.gov)      [www.espanol.hud.gov](http://www.espanol.hud.gov)

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

### **External Section 3 Complaint Procedure**

Individuals and business concerns may, personally or through an authorized representative, file with the Executive Director of PCHA any complaints alleging noncompliance with Section 3 involving PCHA contracts at the following address:

Mr. Jameel Barnes  
Director of Procurement  
Housing Authority 11479  
Ulmerton Road  
Largo, Florida 33778

If the complaint cannot be satisfied through PCHA, the Assistant Secretary may be contacted for further resolution:

- Complaints of non-compliance should be filed in writing to the local HUD FHEO office or to:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)

[www.hud.gov](http://www.hud.gov)

[www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

- Name of person filing the complaint;
- Name and address of subject of complaint (HUD recipient or contractor);
- Description of acts or omissions in alleged violation of Section 3;
- Statement of corrective actions sought.

Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.



## **Definitions**

**Applicant** - Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Assistant Secretary** - the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business concern** - a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contractor** - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Davis Bacon Act** - The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Dept. of Labor) to all laborers and mechanics on Federal Government construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating of public buildings or public works.

**Employment Opportunities Generated by Section 3 Covered Assistance** - all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Extremely Low-income person** - families (including single persons) whose incomes do not exceed 30 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 30 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families

**Housing Authority** (HA) - Public Housing Agency.

**Housing Development** - low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**HUD Youthbuild Programs** - programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**Low-income person** - families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

**Metropolitan Area** - a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**Neighborhood Area** - (For HUD Housing Programs) a geographical location defined as an economically depressed area of Pinellas County by the PCHA.

**New Hires** - full-time employees for permanent, temporary or seasonal employment opportunities.

**Recipient** - any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3** - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern** - a business concern,

- 1) That is 51 percent or more owned by Section 3 residents; or

- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

**Section 3 Covered Assistance -**

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

**Section 3 Clause** - the contract provisions set forth in Section 135.38.

**Section 3 Covered Contracts** - a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Covered Project** - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) or other services contracted by PCHA assisted with housing or community development assistance.

**Section 3 Resident** - a public housing resident or an individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low- and very low-income person.

**Subcontractor** - any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very low-income person** - families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

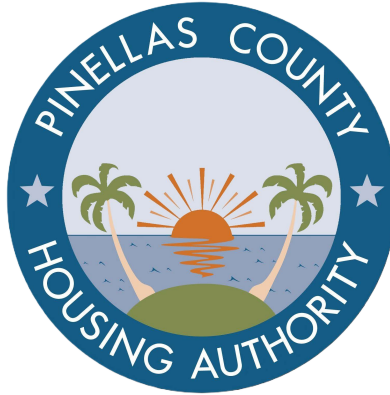
### **Section 3 Contract Clause**

This clause specifies the requirements for contractors awarded contracts for Section 3 covered projects and must be included in all Section 3 covered projects. The Section 3 clause follows:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of 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; the name and location of the person(s) taking applications for each of the positions; and, the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the 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.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

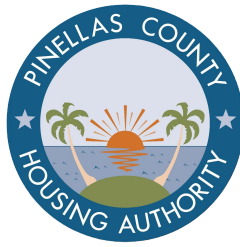
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

This contracting clause is the sole purpose for which all Section 3 efforts are monitored for compliance.



PINELLAS COUNTY HOUSING AUTHORITY

## SECTION 3 CONTRACTING Policy and Procedure



## Section 3 Contracting Policy and Procedure

### INTRODUCTION

#### Mission Statement

**As a leader and innovator, our mission is to provide safe, quality housing for persons in need and to cultivate healthy, vibrant neighborhoods for Pinellas County.**

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low and very-low income individuals. All contractors must comply with the Davis Bacon Act. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.

A business seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business qualifies as a Section 3-business. (Refer to What Is A Section 3 Business?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as a Section 3 business, but who enter into contracts with the Pinellas County Housing Authority must agree to comply with the required Section 3 Clause, attached hereto. All contractors and subcontractors, including Section 3 businesses, must comply with these requirements. Included, is the requirement that each contractor and subcontractor submit a report of Section 3 compliance with each pay request (refer to Section 3 Compliance Report). Failure to comply with these



requirements may lead to sanctions, which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this  
information to: Jameel Barnes  
Director of Procurement  
Pinellas County Housing Authority  
Email Address: JBarnes@pinellashousing.com

## **WHAT IS A SECTION 3 BUSINESS?**

**A Section 3 Business is a business, as defined in this section--**

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. In which at least thirty percent (30%) of its permanent, full-time employees include persons who are certified as Section 3 residents, or whom within three years of the date of first employment were Section 3 residents; or
3. That provides evidence of a commitment to subcontract to businesses that meet the qualifications set forth in items (1) or (2) above, in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded.

**Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Page 11).**

## **WHO IS A SECTION 3 RESIDENT?**

**For purposes of the Pinellas County Housing Authority, a Section 3 resident is:**

1. A public housing resident;
2. Youthbuild participants;
3. Section 8 recipients and other individuals who reside in the jurisdictional boundaries of the Pinellas County Housing Authority whose income fall within the guidelines for low and very low-income persons.

## **ORDER OF PROVIDING PREFERENCE SECTION 3 BUSINESS CONCERN**

When considering the award of contracts to Section 3 business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed.
2. A Section 3 business that is majority owned by resident(s) of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed.
3. HUD Youthbuild programs that are being carried out in the area in which the Section 3 covered assistance is expended.
4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or subcontracts in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Contracting goals for Section 3 business concerns are at least ten percent (10%) of the total dollar amount of all Section 3 related contracts for the building trades work (for rehabilitation, construction, maintenance, repair, modernization or development of public housing) and at least three percent (3%) of all other Section 3 contracts.

**Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.**

## **WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?**

The Housing Authority will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Authority's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause in General Conditions for Construction Contracts and General Conditions of the Non-Construction Contract).

This will include:

1. Submitting a list of all positions necessary to complete contract, names of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order of priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

## **ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT**

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135:

- 1. Category 1 – Section 3 Resident**  
Residents of the housing development in which the contract shall be expended.
- 2. Category 2 – Section 3 Resident**  
Residents of other housing developments managed by the Pinellas County Housing Authority.
- 3. Category 3 – Section 3 Resident**  
Participants in HUD Youthbuild program being carried out within PCHA's jurisdictional boundary.
- 4. Category 4 – Section 3 Resident**  
Section 8 recipients and all other residents within PCHA's jurisdictional boundary who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

**In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.**

**The types of employment opportunities generated by Section 3 covered assisted projects include management, administrative, and all construction trades (skilled and unskilled).**

## SECTION 3 CLAUSE

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

**CERTIFICATION FOR BUSINESSES SEEKING SECTION 3 PREFERENCE IN  
CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business:                      ☐ Corporation                      ☐ Partnership                      ☐ LLC  
   ☐ Sole Proprietorship                      ☐ Joint Venture                      ☐ Other

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of resident lease  | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation<br>in a public assistance program | <input type="checkbox"/> Other evidence                       |

For the business entity as applicable:

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation  | <input type="checkbox"/> Certificate of Good Standing             |
| <input type="checkbox"/> Assumed Business Name Certificate  | <input type="checkbox"/> Partnership Agreement                    |
| <input type="checkbox"/> List of owners/stockholders and<br>% ownership of each                   | <input type="checkbox"/> Corporation Annual Report                |
| <input type="checkbox"/> Organization chart with names and titles<br>and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
|   | <input type="checkbox"/> Additional documentation                 |

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |   |  |
|---|--|
| <input type="checkbox"/> List of all current full-time employees                                | <input type="checkbox"/> List of employees claiming Section 3 status                                     |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3<br>years from date of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3<br>years from date of employment |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract (attach all documents below):**

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Print Authorized Name

Attested by: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)



## PINELLAS COUNTY HOUSING AUTHORITY

### RESIDENT EMPLOYMENT OPPORTUNITY DATA ELIGIBILITY FOR PREFERENCE

#### Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

#### Certification for Resident Seeking Section 3 Preference in Training and Employment

I, \_\_\_\_\_, am a legal resident of \_\_\_\_\_  
(County)

and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is:

\_\_\_\_\_

I have attached the following documentation as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program.

☐ Other evidence

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Address

**PINELLAS COUNTY HOUSING AUTHORITY**  
**Section 3 INCOME LIMITS for 2025**

**All residents of public housing developments of the Pinellas County Housing Authority qualify as Section 3 residents. Additionally, individuals residing within the PCHA's jurisdictional boundary who meet the income limits set forth below may also qualify for Section 3 resident status.**

**A picture identification card and proof of current residency is required.**

<b>Eligibility Guideline</b>	
<b>Number in Household</b>	<b>Low Income</b>
1 individual	\$36,500
2 individuals	\$41,700
3 individuals	\$46,950
4 individuals	\$52,150
5 individuals	\$56,350
6 individuals	\$60,500
7 individuals	\$64,700
8 individuals	\$68,850

## Resident Hiring Requirements

The PCHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to provide unskilled labor will be able to participate in PCHA's contracted labor efforts. A prime contractor may satisfy PCHA resident hiring requirements through its subcontractors.

USE TOTAL LABOR DOLLARS FOR CONSTRUCTION USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 - 1/2% of the labor dollars

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Rainbow Village or Lakeside Terrace public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more Rainbow Village or Lakeside Terrace public housing residents, or specific low, very low-income, and extremely low-income individuals within a 50 mile radius of the site where the project commences.
2. Direct hiring of qualified Pinellas County Housing Authority's Rainbow Village or Lakeside Terrace public housing residents, or Section 8 recipients and/or low and very low-income neighborhood residents and provide job training to Section 3 residents if there are no qualified individuals for open positions.
3. Contractor contributes to PCHA's Resident Education Fund to assist residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth above.

**Exhibit 2****Contractor Name:** \_\_\_\_\_**Representative Name:** \_\_\_\_\_**SECTION 3 OPPORTUNITIES PLAN*****Business Opportunities and Employment Training of the Pinellas County Housing Authority  
Public Housing Residents and Low and Very Low Income Neighborhood Residents*****I. Opportunities Plan**

The Contractor is a Section 3 business or has identified \_\_\_\_\_ Section 3 resident owned business(es) or \_\_\_\_\_ business(es) which employ 30% or more Section 3 residents to comply with \_\_\_\_\_% of its Section 3 requirements covered under Contract # \_\_\_\_\_. (Option 1)

Alternately, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and PCHA Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the PCHA public housing residents and low and very low income area residents, during the term of the contract between the Contractor and PCHA. 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 # \_\_\_\_\_. The Contractor has committed to employ and/or train the following in order to comply with \_\_\_\_\_% of its Section 3 requirements. (Option 2)

If compliance is not met 100% by the Option(s) chosen on page 2, the Contractor hereby agrees by signing below that any outstanding percentage remaining will be deducted from draw requests and placed in the PCHA's Section 3 Educational Fund Account.

**II. Labor Survey:**

SPEC OR RFP TITLE					SPEC OR RFP NUMBER		
(1) JOB TITLE	NUMBER OF POSITIONS					HIRING GOAL	
	(2) NEEDED	(3) FILLED			(4) TO BE FILLED	(a) LIPCHAR	(b) LIAR
		(a) TOTAL	(b) LIPCHAR	(c) LIAR			

Page 1

## Exhibit 2

### III. Resident List

Section 3 Resident Employee Information (Jobs to be filled by LIPCHAR and LIAR)

JOB TITLE	LIPCHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

LIPCHAR = Low and Very Low Income Pinellas County Housing Authority Resident

LIAR = Low and Very Low Income Area Resident

Please check the Option(s) that describe your contracting efforts:

- ☐ Option 1: Contractor is, or Joint ventures with, or subcontract with Section 3 Certified Business.
- ☐ Option 2: Hire Section 3 certified residents who are qualified for open positions and provide job training to Section 3 residents if there are no qualified residents for open positions.
- ☐ Option 3: Contribute to PCHA's resident education and training fund.

In the event I am awarded the contract, I have the option to submit my check in the compliance amount at the start of contract date, or allow PCHA to deduct payment from my draw requests. (Compliance amount is calculated using the labor dollars of the contract award for construction projects and 100% of professional contract awards.)

You may comply by choosing one or all options. Remember 100% of compliance is required or any remaining percentage will be deducted from your draw request and placed in the PCHA's resident education fund account. The level of contribution would be commensurate with the sliding scale set forth on page 14 of the Section 3 Contracting Policy.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor Name: \_\_\_\_\_

Representative Name and Title: \_\_\_\_\_

Contractor Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT I

**DEVELOPER APPLICATION PRIORITY CERTIFICATION**

I, \_\_\_\_\_ hereby certify on behalf of  
\_\_\_\_\_ (Insert name of Developer)

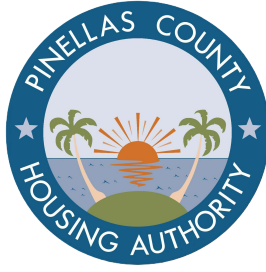
and its key principals that:

- (i) no application for development funding submitted by this Developer, other than by score or rank, will have priority over any application for funding for the proposed project for which is described in this RFQ or for which the Developer and the Pinellas County Housing Authority (the Authority) have entered into partnership to develop and,
- (ii) that the Developer will make every effort to give this project priority over any other projects it will be submitting funding applications for, and
- (iii) the Developer will make every effort not to submit competing applications within the same geographic, demographic or special set-aside categories within a funding cycle, without notification to the Authority and written approval by the Authority, and
- (iv) the Developer will provide notice to the Authority of any and all contemplated competing funding applications within any same funding cycle in which the Authority intends to submit an application.

\_\_\_\_\_  
Signature of Key Principal of Developer

\_\_\_\_\_  
Printed Name of Key Principal of Developer

Date: \_\_\_\_\_



## **EXHIBIT J**

**HUD 5369-B**

**Instructions to Offerors – Non-Construction**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

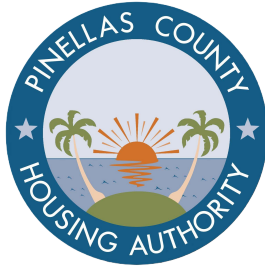
Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]



## **EXHIBIT K**

### **HUD 5369-C**

#### **Certifications and Representations of Offerors – Non-Construction Contract**

# Certifications and Representations of Offerors

## Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

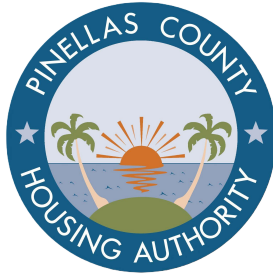
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Typed or Printed Name:

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Title:

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## **EXHIBIT L**

**HUD 5370-C**

### **General Conditions for Non-Construction Contracts- Section I**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of 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

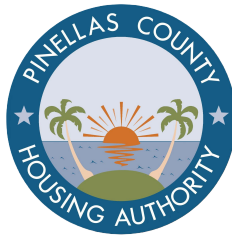
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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the 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.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



## **EXHIBIT M**

### **Contract Provisions-2 CFR**

**200.326**

## **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **Part 200, Appendix II**

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

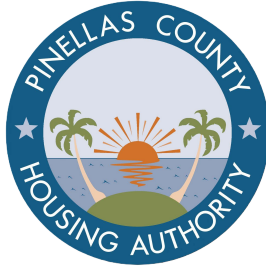
(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**§ 200.322      Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



## **EXHIBIT N**

### **Sample Contract ~ HAP Contracts**



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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART 1 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. 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.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

\_\_\_\_\_ ( PHA) and  
\_\_\_\_\_ (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY

THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

#### ADDITIONAL EXHIBITS

**d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).**

\_\_\_ **Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is: \_\_\_\_\_ .

\_\_\_ **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 10).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP

contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.206(c)).

**e. Term of the HAP contract**

**1. Beginning of term**

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: \_\_\_\_\_.
- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**f. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
  - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**g. Income-mixing requirement**

- 1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not

make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of contract units in front of the applicable form of assistance):
  - \_\_\_ Public Housing or Operating Funds;
  - \_\_\_ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
  - \_\_\_ Housing for the Elderly (Section 202 or the Housing Act of 1959);
  - \_\_\_ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

- \_\_\_ Rent Supplement Program;
- \_\_\_ Rental Assistance Program;
- \_\_\_ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: \_\_\_\_\_. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- \_\_\_ Section 236;
- \_\_\_ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- \_\_\_ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- \_\_\_ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- \_\_\_ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: \_\_\_\_\_. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:

- a Place a check mark here \_\_\_ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

\_\_\_\_\_.

- b. Place a check mark here \_\_\_ if any contract units are designated for occupancy by families eligible for supportive services. The

following number of contract units shall be rented to families  
eligible for supportive services:

\_\_\_\_\_.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.



**EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED  
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

<b>STAGE NO. 1:</b> The Contract is hereby executed for the contract units in this stage.
<b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

**STAGE NO. 2:** The Contract is hereby executed for the contract units in this stage.

**STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:

Date

**PUBLIC HOUSING AGENCY (PHA)**

**Name of PHA (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

**OWNER**

**Name of Owner (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

**STAGE NO. 3:** The Contract is hereby executed for the contract units in this stage.

**STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:

Date

**PUBLIC HOUSING AGENCY (PHA)**

**Name of PHA (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

**OWNER**

**Name of Owner (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

**STAGE NO. \_\_:** The Contract is hereby executed for the contract units in this stage.

**STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:

Date

**PUBLIC HOUSING AGENCY (PHA)**

**Name of PHA (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

**OWNER**

**Name of Owner (Print)**

By:

Signature of authorized representative

Name and official title (Print)

Date

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

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)  
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER  
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.