



HOUSING AUTHORITY OF COOK COUNTY (HACC)

**REQUEST FOR QUALIFICATION FOR DEVELOPERS AND OWNERS OF
RESIDENTIAL RENTAL HOUSING UNITS TO UTILIZE PROJECT BASED
VOUCHERS (PBV) IN THE DEVELOPMENT OF AFFORDABLE HOUSING**

SPECIFICATION NO.: 2016-100-002

HACC POINT OF CONTACT: DEBORAH ELLIOTT O'DONNELL
PROCUREMENT MANAGER

PHONE: 312-542-4725 **E-MAIL:** DODONNELL@THEHACC.ORG

Proposals will be accepted on a rolling basis until the HACC awards 200 PBVs or terminates this process. In order to be considered to meet the IHDA LIHTC application deadlines for 2016 and 2017, proposals must be received by the following dates:

First Submission Due Date: February 4, 2016 at 2:00 pm cst
for the IHDA February 29, 2016 deadline

Second Submission Due Date: June 1, 2016 at 2:00 pm cst
for the IHDA July 11, 2016 deadline

Third Submission Due Date: December 1, 2016 at 2:00 pm cst
for the IHDA February 10, 2017 deadline

Fourth Submission Due Date: June 1, 2017 at 2:00 pm cst
for the IHDA June 23, 2017 deadline

**QUESTIONS FOR THIS RFQ MAY BE SUBMITTED TO DEBORAH ELLIOTT O'DONNELL AT
dodonnell@thehacc.org AT ANY TIME.**

ALL SUBMISSIONS AND OTHER COMMUNICATIONS MUST BE ADDRESSED TO:

HOUSING AUTHORITY OF COOK COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
175 WEST JACKSON BOULEVARD, SUITE 350
CHICAGO, ILLINOIS 60604

Proposals must clearly indicate the name of the project, "Developer and Owners of Residential Rental Housing Units Utilizing the Housing Choice Voucher Project Based Vouchers (PBV)", the Specification Number **2016-100-002**. The name and the address of the Respondent(s) must be clearly printed on all correspondence.

**RICHARD MONOCCHIO
EXECUTIVE DIRECTOR**

REQUEST FOR QUALIFICATION

For

DEVELOPER AND OWNERS OF RESIDENTIAL RENTAL HOUSING UNITS UTILIZING THE HOUSING CHOICE VOUCHER PROJECT BASED VOUCHERS (PBV)

SECTION I – Introduction & Background 2
SECTION II – Scope of Services 5
SECTION III – Fee Structure.....11
SECTION IV – General Requirements & Qualifications 11
SECTION V – Content of Response Documents 15
SECTION VI – Evaluation Criteria 16
SECTION VII – Procurement and Award Process 20

Attachments:

- A. Section 3 – Utilization Plan
- B. Special MBE/WBE Participation Summary Form
- C. MBE/WBE Subcontractor Affidavit
- D. Summary of MBE/WBE Participation Form
- E. HUD-5369-B Instructions to Offerors – Non-Construction
- F. Illinois Housing Development Authority’s, 2012 Maximum Annual Income Limits
Chapter 24 Code of Federal Regulations, Part 983

SECTION I – INTRODUCTION & BACKGROUND

I. Introduction

The Housing Authority of Cook County (“HACC” or “Authority”) is a municipal corporation, formed under the United States Housing Act of 1937, charged with providing decent, safe, and affordable housing for low-income families and individuals. The HACC provides federally assisted tenant-based rental assistance in its Housing Choice Voucher (“HCV”) Program. Tenant-based rental assistance allows HCV Program participants to select the type and location of housing; if the family moves, the tenant-based rental assistance moves with them. The HACC’s HCV Program serves nearly 13,000 households throughout suburban Cook County, including the elderly, persons with disabilities, and families with children. The HACC has chosen to convert a portion of its tenant-based HCV rental assistance to project-based voucher (PBV) rental assistance where the rental assistance remains with the unit, not the tenant.

The HACC’s current PBV portfolio consists of over 700 units, 400 of which are currently occupied. The HACC has made commitments to developers for over 300 additional PBV units. One of the goals of the PBV Program is to expand housing choice for participants in areas of opportunity, meaning areas that promote access to quality schools, employment, transportation, low poverty, low crime rates, and racial/ethnic diversity. The HACC is hereby issuing this Request for Qualification (RFQ) to Developers/Owners (D/O) who are interested in promoting the development of affordable rental housing units in opportunity areas within suburban Cook County utilizing PBV rental assistance.

II. Background

The HACC is committed to the goals of de-concentrating poverty and expanding housing and economic opportunities for its participants. Families with children are a priority for the HACC. Research shows that the younger children are when they move to areas with reduced crime, lower poverty, better schools, and a healthy living environment, the more successful they will be as adults. The HACC is also committed to providing permanent supportive housing (PSH) for people with disabilities who may need supportive services to live independently in the community.

In offering the PBV assistance, the HACC has two primary objectives: (1) to produce the highest quality rental housing units for low-income families within diverse and healthy communities within suburban Cook County and (2) to promote the stabilization and revitalization of communities within suburban Cook County. The HACC may provide PBV assistance for up to 25% of the units in a property that will be leased to eligible families and up to 100% of the units in a property that will be leased to the elderly, persons with disabilities, and persons receiving supportive services. The HACC is seeking to allocate up to 200 PBVs; of particular interest are larger unit sizes for families and permanent supportive housing (PSH) for people with disabilities. As such, proposals for these types of developments will receive priority consideration.

The PBV Program should be of interest to D/Os seeking to complete funding for a project or recapitalize an existing project. In addition, this program should also be of interest to those who wish to include a low-income component in their development in order to satisfy requirements or rating criteria in other governmental assistance programs, such as the Low Income Housing Tax Credit (“LIHTC”) Program. D/Os may submit proposals in response to this RFQ at any time until all the PBVs are allocated or the HACC determines that it is in its best interest to terminate this process.

The HACC is interested in working with small businesses and Minority/Women/Disadvantaged Business Enterprises (MBE/WBE/DBE) with demonstrated housing development experience.

Proposals for larger unit sizes for families and for PSH will be prioritized for review and selection over other proposals. Proposals for senior housing should not restrict occupancy solely to persons at least 55 years of age or older. The HACC understands that the Housing for Older Persons Act (HOPA) permits owners to restrict occupancy based on age, but it also permits owners to set occupancy requirements that allow *at least one person* in each unit to be a specific age or to have an 80/20 designation where only 80% of the units must be occupied by *at least one person* over a specific age. Proposals for senior housing may require that 100% of the units be occupied by *at least one person* over a specific age, but should not require that *all* occupants in *all* units be at least 55 years of age or older. Proposals that require a specific age restriction for *all occupants* may be rejected.

The HACC will evaluate, within a reasonable time period, all proposals received. A decision will be made to accept or reject the proposal and the Proposer will be notified accordingly. Approved proposals must have the units completed within two years of the approval of the HACC's Board of Commissioners. Commitments for PBVs are contingent upon appropriations authorized by the Congress of the United States of America, the HACC's fiscal budget authority, and voucher utilization capacity. This procurement process has been designed to allow the HACC and D/Os, to the greatest extent possible, to refine a development proposal that is viable and meets the requirements under 24 CFR Part 983.

HUD provides the funding for PBVs; therefore, the utilization of these vouchers must be in compliance with all rules and regulations of HUD, the Federal Regulations at 24 CFR Part 983, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards, Federal procurement requirements, and any other applicable state, county, and local laws and regulations.

For additional information about the HACC and our programs, please visit our website at www.thehacc.org.

C. Key Information

Following is Key Information associated with this Request for Qualifications:

DEADLINES FOR QUESTIONS:

Questions regarding this solicitation may be emailed to Deborah Elliott O'Donnell, Procurement Manager at dodonnell@thehacc.org at any time.

DEADLINE FOR SUBMISSION:

Proposals will be accepted on an on-going basis until the allocation of vouchers is exhausted or the HACC determines that not accepting proposals is in its best interest. In order to be considered to meet the IHDA LIHTC application deadlines for 2016 and 2017, proposals must be received by the following dates:

February 4, 2016 at 2:00 pm cst for the IHDA February 29, 2016 deadline
June 1, 2016 at 2:00 pm cst for the IHDA July 11, 2016 deadline
December 1, 2016 at 2:00 pm cst for the IHDA February 10, 2017 deadline
June 1, 2017 at 2:00 pm cst for the IHDA June 23, 2017 deadline

DOCUMENTS TO BE SUBMITTED:

One (1) 'ORIGINAL' Proposal Package and Four (4) 'COPY' Proposal Packages

Proposals must be submitted to:

Housing Authority of Cook County
Department of Procurement Services
175 W. Jackson Boulevard, Room 350
Chicago, Illinois 60604
Attn: Deborah Elliott O'Donnell

Proposer's Name
Proposer's Address
Developers/Owners seeking the use of HCV Program's PBVs
Specification Number

If more than one envelope/box is used to deliver the package, both envelopes/boxes must clearly indicate the required information.

SECTION II – SCOPE OF SERVICES

A. General Scope of Services

The HACC is willing to award PBV's to O/Ds who are committed to providing long-term affordable housing for new construction, units requiring substantial rehabilitation, and existing rental housing. The housing must be developed in accordance with the regulations set forth at 24 CFR Part 983 for PBVs and be consistent with the goals of de-concentrating poverty and expanding opportunities, both economically and in housing quality, as outlined in the HACC's Administrative Plan.

1. Building/Community Requirements for Project Based Vouchers Assisted Units

A Respondent to this RFQ is encouraged to present a development proposal that provides low income families an opportunity to live in high quality, mixed-income communities. The HACC seeks PBV-assisted units in new construction, units requiring substantial rehabilitation, and existing housing developments that, at a minimum, meet the following requirements:

- a. **Design, Construction, and Condition.** The HACC seeks PBV-assisted units in developments that are well designed, well constructed, and well maintained. Developments must have sound maintenance plans and adequately funded replacement reserves.
- b. **Section 504/ADA Accessible Buildings and Units.** The HACC places a high priority on meeting, at a minimum, the Federal requirements for housing that is accessible and/or adaptable for people with disabilities. Federal requirements under Section 504 and the Fair Housing Amendments Act apply and may vary with building type and design. Such features must be integrated into designs that are marketable to a broad range of residents and that are financially feasible to build. O/Ds should designate 5% of the total PBVs requested as accessible and/or adaptable.
- c. **Economic Diversity.** To promote economic diversity, PBV-assisted units should represent no more than 25% of all units in the development. The HACC, though, may consider up to 100% of all units in buildings specifically designated for the elderly, persons with disabilities, and/or persons requiring supportive services, but prefers that proposals for these types of developments will not request PBV assistance for more than 50% of the units. The PBV-assisted units must be distributed throughout the development and represent a proportional distribution of unit sizes.
- d. **Unit Size.** The HACC has a general need for a variety of larger unit sizes in communities occupied by families with children. Special consideration will be given to projects that contain three and four bedroom units. Proposals for senior housing should limit the number of two bedroom units requested for PBV assistance.
- e. **Facilities, Services, and Amenities.** The Respondent(s) should offer all facilities and amenities generally offered in the general market by rental communities housing moderate-income families. It is important to the HACC that all developments, not just PSH developments, have a plan to offer services that promote self-sufficiency and improve the quality of life for the residents.

- f. **Healthy Neighborhoods.** The HACC seeks units in neighborhoods that, at a minimum, satisfy HUD's site and neighborhood standards as prescribed in 24 CFR Part 983.57 and generally are conducive to healthy family life and economic opportunity. Neighborhoods for the PBV units should have census tracts where fewer than 10% of the families live at or below the poverty level and the population is racially and ethnically diverse. Additionally, the areas should be close to jobs, transit, and/or quality schools.
- g. **High-Quality Management.** The HACC seeks units in developments whose owners and managers can demonstrate a history of high-quality management, including sensitivity to the needs of lower-income families and/or the ability to coordinate with social service providers.
- h. **Feasibility and Readiness.** The HACC requires that all projects have a sound financial structure, including realistic income and expense projections and provisions for adequate reserves. The HACC seeks D/Os who can demonstrate the commitment and resources to provide new housing units promptly. D/Os have until two (2) years from the date of their award to complete construction on their project.

2. **Regulatory Requirements for the Project Based Voucher Program**

Participation in the PBV Program is subject to various federal, state and local requirements. The Respondent's ability to comply with all applicable requirements will be a material condition of the HACC's final commitment of PBV-assistance. Important requirements are described below. This list is not necessarily complete and Respondents are responsible for assuring their own compliance.

- a. **Role of HUD.** Since the HACC will be providing rent subsidies provided by HUD, certain HUD approvals will be required as set forth in 24 CFR Part 983. The HACC recommends that prospective Respondents read the regulations; PBV requirements may require a different approach or additional procedures than the Respondent may be accustomed to performing.
- b. **Economic De-concentration and Mixed-Income Use.** The HACC has determined as a matter of policy that PBV-assisted units should not constitute more than 25% of the units in any development occupied by families with children. The remaining units should be occupied by families representing a wide range of incomes. The HACC is content with a lower percentage of PBV-assisted units than 25%, so long as the absolute number is not so small as to be excessively costly on a transactional and oversight basis.
- c. **Desired Development Sites:** The HACC's preference for PBV-assisted units is in communities that are job-enriched, transit oriented, have quality schools, less than 10% affordable units, and/or are undergoing revitalization. Additionally, the communities should be located in census tracts where fewer than 10% of the families live at or below the poverty line and the population is racially and ethnically diverse.
- d. **Development Team.** At the time of proposal submission D/Os must submit a complete description of the Development Team, including the principal professional disciplines and trades required for the success of the development effort. The D/O must identify the intended architect for any new development or substantial

rehabilitation and the property management team for all housing types; the identification of other team members is discretionary. The HACC does not prohibit the appearance of any person or entity on more than one Development Team.

- e. **Reporting Controls.** The Respondent will be required to report to the HACC on a monthly basis progress with respect to the development/rehabilitation and related activities. Semi-Annual reports on project operations will be required.
- f. **Community and Supportive Services.** The HACC encourages D/Os to implement supportive services programs that will be available to all residents of the PBV-assisted units, not just to residents in PSH developments. The supportive services programs should provide the necessary job training, counseling, job placement and other initiatives aimed at removing barriers to employment and migrating residents to self-sufficiency and economic independence. D/Os will be expected to coordinate with the service providers and other community resources available to the residents as part of the overall development effort. The HACC will give special consideration to projects that will access and secure other resources so that residents have sustained access to the supportive services they need to adequately provide for the emotional, physical and economic health and well-being of their families.
- g. **Federal, State and Local Requirements.** The developer must comply with all Federal, State and local laws and ordinances relating to the development of the project. This includes, but is not limited to, state and local requirements relating to employment, fair housing, obtaining bonds and licenses, complying with building codes and zoning requirements, Davis Bacon, the Uniform Relocation Act, Section 106 Historic Review, Section 504 accessibility regulations, and any other applicable requirements. This includes regulations contained in 24 CFR 983.
- h. **Guarantees.** Developers shall be solely responsible for all guarantees of completion, working capital, operating deficits or tax credit compliance required by tax credit investors or lenders. The HACC will not make any guarantees except as set forth in the Project Based Housing Assistance Payment Contract (HAP).

3. Operation and Management of Project Based Voucher Units

- a. **Long-Term Use Restrictions.** The HACC will enter into a HAP contract with the Owner for an initial term of up to 15 years. Within one year before expiration, the HACC may agree to extend the term of the HAP contract for additional terms up to five years for a total of 30 years if the HACC determines an extension is appropriate to continue providing affordable housing for low-income families. The extension is contingent upon appropriations authorized by the Congress of the United States of America, the HACC's fiscal budget authority, and voucher utilization capacity.
- b. **Rents and Operating Assistance.** Residents of PBV-assisted units pay an income-based rent equal to 30% of adjusted gross income less the utility allowance; the HACC pays the remainder of the rent to owner. However, the HACC has a maximum payment standard for each unit size and a utility allowance schedule that are considered when determining rent to the owner.
- c. **Management and Operations.** The HACC expects developments containing the PBV-assisted units to be managed to high standards with effective lease enforcement a priority. The PBV-assisted units must be maintained and operated in compliance

with all requirements of applicable law and HUD regulations. The property management efforts are expected, at all times, to be sensitive to issues facing low-income residents.

- d. **Resident Selection.** Applicants currently on any of the HACC's wait lists for affordable housing receive a preference over other applicants. A site-based wait list will be formed for each PBV development and maintained by the HACC. The preferences the HACC uses in its HCV Program will also apply to its PBV Program; however, the preferences may be applied in a different order based on the target population of the development. The HACC may also implement additional project specific preferences in its PBV Program based on the target population.

B. Special Conditions Provision

1. Contract Period

The initial HAP contract may be for a term up to 15 years and should be executed within two years of the PBV award.

2. Insurance

The Respondent(s) hereby agrees to obtain and shall maintain during the life of this Contract, at its own expense, until Contract completion and during the time period following final completion if the Respondent(s) is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable State of Illinois law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than the State of Illinois statutory limits.

General Liability/Professional Liability (Primary and Umbrella)

General Liability/Professional Liability Insurance or equivalent with aggregate limits of not less than \$2,000,000 and limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent(s) must provide Automobile Liability Insurance as prescribed by applicable State of Illinois law covering all employees who are to provide a service under this Contract with limits of not less than the State of Illinois statutory

limits. Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis.

Additional Requirements

The Respondent(s) must furnish the HACC's Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other insurance evidence from the Respondent(s) is not a waiver by HACC of any requirements for the Respondent(s) to obtain and maintain the specified coverages. The Respondent(s) must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve the Respondent(s) of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and HACC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Respondent(s) shall provide HACC with a Certificate of Insurance naming the HACC as an additional insured for General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide HACC with the actual insurance policy endorsement. Certificate MUST be submitted within five days of Notification of Contract Award. HACC will not issue a fully executed copy of the contract without receipt of the required insurance certificate meeting the requirements stated herein.

The insurance must provide for sixty (60) days prior written notice to be given to HACC in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against HACC, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Respondent(s) in no way limit the Respondent(s)'s liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by HACC do not contribute with insurance provided by the Respondent(s) under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Respondent(s) must require all subcontractors to provide the insurance required herein, or the Respondent(s) may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Respondent(s) unless otherwise specified in this Contract. If the Respondent(s) or subcontractor desire

additional coverages, the party desiring the additional coverage is responsible for the acquisition and cost.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MEDEXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPROP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED VEHICLES <input type="checkbox"/> SCHEDULED NON-OWNED <input type="checkbox"/> HIRE <input type="checkbox"/> NON-OWNED				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ AUTO ONLY - IDENT \$ _____ THAN ONLY: \$ _____
	GARAGE LIABILITY <input type="checkbox"/> ANY				AUTO ONLY - IDENT \$ _____ THAN ONLY: \$ _____
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ _____ RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SECTION III – FEE STRUCTURE

HUD compensates the HACC with monthly administrative fees for units under contract on the first day of the month in both the tenant-based HCV Program and in the PBV Program. However, there is no additional funding available prior to the execution of the PBV HAP contract, but there is a substantial increase in administrative cost borne by the HACC for the PBV Program.

A PBV HAP contract provides significant cash value/leverage to a project, is viewed favorably in the tax credit allocation process, and reduces the level of income required to make the units affordable for low-income families. The HACC undertakes a significant amount of work in reviewing PBV proposals, preparing for HUD approval, and execution of the PBV HAP contract. As such, the HACC is imposing the following fee structure:

Application Fees

A non-refundable application fee of \$2,500 per PBV Proposal is due at the time of proposal submission. Proposals submitted without the application fee will not be reviewed. If a D/O has to resubmit a proposal to the HACC because it was not able to execute a PBV HAP contract within 2 years of approval, an additional application fee of \$1,000 will be imposed.

Processing Fees

At the time of execution of the Agreement to enter into a Housing Assistance Payment (AHAP) Contract, the HACC will impose a one time processing fee per unit based on the number of units requested for PBV assistance as follows:

For 20 units or less - \$200 per unit
For more than 20 units - \$300 per unit

The processing fees are due when the AHAP is submitted to the HACC for approval.

SECTION IV - GENERAL REQUIREMENTS & QUALIFICATIONS

A. General Requirements of the Firm

The Respondent may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in Cook County, financially sound, and able to provide the services being procured by the HACC.

If the Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for rejection. If the selected firm fails to disclose such information, and the HACC discovers it thereafter, then the HACC may rescind the award or terminate the contract.

The Respondent must be in good standing with any federal, state or local government that has or has had a contracting relationship with the Respondent. Therefore, if a federal, state or local government entity has terminated any contract with the Respondent for deficiencies or defaults, the Respondent is not eligible to submit a response to this solicitation.

The Respondent(s) must submit a Statement of Interest in its proposal that includes but shall not be limited to:

Specification Number: 2016-100-002,
Request for Qualifications for Developers/Owners
Seeking the Housing Choice Voucher Program's Project Based Vouchers

1. Introduction/Cover Letter: Respondent must submit a cover letter signed by an authorized representative of its company. The letter must outline the number of years the Respondent has been in business and must provide an overview of the experience and background of the company and its committed key personnel. The letter must also indicate the principal place of business, whether Respondent is authorized to do business in the State of Illinois, and the name(s) and telephone number(s) of the principal contact for oral presentation or negotiations. If the Respondent is comprised of more than one legal entity (e.g., the company is a limited partnership or joint venture), then Respondent must identify all entities and key personnel, and summarize the role, degree of involvement, and experience of each entity separately.
2. Company Overview: List Company's capacity, experience, and qualifications as it pertains to providing services similar in size, complexity and scope required under this RFQ. Identify key team members; staff and equipment resources; and number of years providing services being requested.
3. Type of Organization: State applicable organization type (i.e. Corporation, Partnership, Joint Venture or Sole Proprietorship). List names of shareholders, partners, principals and any other persons exercising control over the Firm or Organization.
4. Organizational Certification: Include Copies of Certificates of Incorporation, Partnership Agreements, Joint Venture or other organizational documents. A list of key personnel who will be assigned to the contract, along with an organizational chart, staff résumés, information on personnel training and certifications, if applicable, should be included with the proposal.
5. Financial Capacity: Provide the most recent 2 years audited financial statements, which shall include but not be limited to: current assets, net fixed assets, other assets, current liabilities, other liabilities. Provide name and address of firm preparing the financial statement and date thereof. If the financial statement identifies a name other than the name of the organization submitting a proposal, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary). If the firm does not have audited financial statements, please provide a letter (on company letterhead) attesting to this and provide at least two of the following documents which can be utilized in lieu of audited financial statements to verify the financial capacity of the organization:
 - a. Unaudited financial statements
 - b. Copy of prior year business tax filing
 - c. Recent copy (within past 30 days) of Dunn & Bradstreet report on your firm.

B. Experience of Firm

In order to be considered eligible to submit a proposal, the Respondent must provide general information on the Developer and the Development Team, including the following information:

- a. Main address, telephone/fax numbers and email address of developer.
- b. Address and telephone number of the office from which services will be provided to the development (if different from above).
- c. Contact person, title, telephone/fax numbers and email address.

- d. Description of the size, number of employees, the current workload of the Respondent, and its ability to provide the resources necessary (staffing, equipment, office facilities, etc.) for completion of the proposal submitted in response to this solicitation.
- e. Identify the individual who will serve as Project Manager for the Respondent and who will direct and coordinate the development effort to completion.
- f. List the members of the Development Team. All entities that comprise the team should be identified, indicating their specialization(s) and specific contribution to the team. Respondent is encouraged to include specialists for all components of the project including design and property management professionals. Respondent who lacks the required expertise/experience are required to include such specialists who have the experience to prepare such documents in order to be favorably considered. With regard to a construction contractor, identify the construction partner or provide an explanation of when and how the construction partner(s) will be selected later.
- g. Provide a brief narrative description of previous collaboration among members of the Development Team.

C. Profile of Developer:

In order to be considered eligible to submit a proposal, the Respondent must provide an overview of the D/O's experience in the design, construction, ownership and management of projects similar to what will be proposed if selected. Include the following information:

- a. Provide two (2) examples of previous projects evidencing the D/O's experience with successful new construction or acquisition/rehabilitation of multi-family and mixed-use rental properties of similar size and context to what is being proposed, including any such projects that provide evidence of the D/O's experience in utilizing layered financing, including Low-Income Housing Tax Credits (LIHTC), tax-exempt multi-family housing revenue bonds, or other types of funding programs. State the source and amount of funding for each example. Absent specific LIHTC or other layered financing experience, Respondent must provide a narrative explaining how they intend to acquire this capacity. Include information about rent-up period, current occupancy, income groups served and operating deficit history.
- b. Provide a narrative description of the D/O's previous experience, if any, in integrating community and supportive services into the overall development and maintenance of similar projects.
- c. Provide profiles of key staff, including the Project Manager, who will be involved in the development/re-development effort. Also include information on current Property Management team, if an existing project. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and re-development efforts.

D. Profile of Development Team Members:

- a. For team members not directly employed by the Respondent, provide a brief overview of their experience in contributing to mixed income development/re-development in a role as anticipated in response to this RFQ.

- b. If the selected Applicant will propose the new development or substantial rehabilitation of an existing building, provide three examples of projects (completed or underway) evidencing the experience of the architectural firm with the design of residential developments similar to that which is being proposed.

E. Provision of Community and Supportive Services

The Respondent must provide an overview of the social/supportive services and the community resources available to the residents served in its response to this solicitation. Respondent must include information as it pertains to the following:

- Supportive service plan, particularly for a proposal for PSH
- Project amenities, such as fitness center, computer lab, etc.
- Resources available to assist residents in achieving self-sufficiency
- Green space and uses
- Utilization of a mission-driven non-profit agency
- Performance of the non-profit agency and/or service provider

The above list is not all inclusive, but provides examples of information to provide.

F. Legal Actions

Respondent must provide a listing and a brief description of all legal actions for the past three years in which Respondent or any team member or associated entity (e.g., joint venture partner, etc.) has been:

- A debtor in bankruptcy; or
- A defendant in a lawsuit for deficient performance under a contract; or
- A Respondent in an administrative action for deficient performance on a project; or
- A defendant in any criminal action.

G. MBE/WBE Participation

The Respondent, if not itself an M/WBE firm, shall demonstrate its ability to utilize M/WBE firms through completion of construction. Each proposal shall include a completed *Attachment B – Special MBE/WBE Participation Summary Form*.

The Respondent may itself be an M/WBE firm or directly utilize an M/WBE sub contractor on this project. The Respondent shall have the Subcontractor complete *Attachment C – MBE/WBE Subcontractor Affidavit* and then The Respondent shall complete the *Attachment D – Summary of MBE/WBE Participation Form*.

The Respondent may indirectly utilize an MBE/WBE firm (also referred to as ‘In Direct M/WBE Participation’) by engaging the MBE/WBE firm in any unrelated contract or business activity. The Respondent shall have the Subcontractor complete *Attachment C – MBE/WBE Subcontractor Affidavit* and then The Respondent shall complete the *Attachment D – Summary of MBE/WBE Participation Form*.

H. Section 3 Compliance

The Respondent shall demonstrate the ability to comply with HUD’s requirement for Economic Opportunities for Recipients of HUD Assistance. The Respondent shall submit a Statement of Compliance as referenced in *Attachment A–Section 3 – Economic Opportunities for Recipients of HUD Assistance*.

The HACC's Section 3 goal and objective is that a Respondent who has a need to employ new workers as a result of approval of this proposal, that said Respondent shall employ eligible Section 3 workers to fill 30% of new positions.

In the event the Respondent does not hire eligible Section 3 workers, the Respondent shall invest into the HACC's Section 3 Fund in the amount equal to 2% of the total funding to be paid during the 15 year HAP contract.

SECTION V – CONTENT OF RESPONSE DOCUMENTS

The Respondent shall fully read, comprehend and, where applicable, execute all attachments as outlined in the Table of Contents. Proposals received without all of the required information may be subject to rejection.

The Respondent must submit one (1) original plus four (4) copies of its' RFQ proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, attachments and/or schedules:

A. General Information

Proposals shall be submitted in the following format, securely bound with tabs clearly identifying each section:

1. Tab 1 - Statement of Interest – Statement of Interest shall include all information being requested in *SECTION IV. General Requirements and Qualifications, A. General Requirements of Firm.*
2. Tab 2 – Project Narrative – Submission under this Tab shall include an overview of the proposal submitted in response to this solicitation. Include information about the type of housing; location (include census tract, poverty rate, and minority concentration); service provision; total number of units; total number requested for PBV assistance; utility type and responsibility; and owner requested rent.
3. Tab 3 - Developer/Owner Profile and Evaluation Criteria – Submission under this Tab shall include information specified in *SECTION IV. General Requirements and Qualifications (letters B-H).* Respondent should also refer to *SECTION VI. Evaluation Criteria* to ensure information is provided that will enable the HACC to adequately score the proposal.
4. Tab 4 - RFQ Solicitation Document and Attachments – The entire solicitation document shall be completely signed (where applicable) and returned with Proposal.
5. Tab 5 - References – Provide names, addresses, and telephone numbers of at least three (3) of the largest contracts held by the Respondent for similar services as requested under this RFQ over the last three (3) years. If listing HACC as a reference, an additional reference must be submitted.
6. Tab 6 - Insurance – The Respondent must submit evidence that they can fulfill the Insurance Requirements under the contract terms of this RFQ. Prior to Contract Award, the Respondent will be required to submit its Insurance Certificate.

SECTION VI – EVALUATION CRITERIA

Proposals will be evaluated through consideration of several factors. Supporting materials should be included with each proposal to allow the following evaluation factors to be considered by the Evaluation Committee. In accordance with 24 CFR Part 85, a Committee has been established that will be responsible for overseeing the PBV proposal procurement process and making a selection recommendation to the HACC's Executive Director and Board of Commissioners. The Committee will determine which proposals will be submitted for approval based upon the established evaluation criteria and point system:

1. Technical Competence and Historical Performance of the Developer: (25 points maximum)

(A) The degree and nature of the resources that the Developer can dedicate to the satisfactory development of a mixed finance/income development.

- The ability to obtain, structure and implement layered public and private financing (including LIHTC) for such projects;
- Financial capacity (of the developer/provider of guarantees);
- Familiarity with requirements applicable to mixed-finance development and public housing operation;
- Expertise in construction management to provide high quality, on budget, energy efficient housing.

(B) The professional qualifications and experience of personnel potentially available for assignment to the projects.

- Complete knowledge and understanding of the PBV regulations set forth at 24 CFR Part 983;
- Degree to which members of team (other than the Developer) demonstrate successful experience in their respective disciplines as required for the design, development and operation of mixed finance/income properties of comparable size and complexity.

(C) The historical performance of the Developer on other contracts in terms of quality of work, provision of services, and compliance with performance schedules. The Committee may solicit from previous clients, relevant information concerning the Developer's record of past performance.

- Successful experience in the design, construction and ownership of mixed-income and mixed-use housing developments of comparable size and complexity;
- The degree to which the Developer demonstrates successful experience with ownership and property management (either directly or through supervision of property management provided by a third party) of mixed-income rental developments of a similar size;

- Historical involvement of Respondent in community development activities;
- Ability to secure social service partnerships and resources that benefit residents living in the community;
- Any innovative approaches to providing long term employment for low income residents.

2. Technical Competence and Historical Performance of Management: (15 points maximum)

(A) The historical performance of the Management Team on other contracts in terms of quality of work and compliance with performance schedules. The Committee may solicit from previous clients, relevant information concerning the Management Team’s record of past performance.

- Successful experience in the management of mixed-income and mixed-use housing developments of comparable size and complexity, including, but not limited to, the following;
 1. Effective lease enforcement
 2. Occupancy rates
 3. Rent collection;
- Historical involvement of management in community development activities;
- Ability to secure social service partnerships and resources that benefit residents living in the community;
- Any innovative approaches to providing long term employment for low income residents;
- Knowledge and understanding of the needs of low-income persons.

3. Location and Housing Type (25 points maximum)

- Opportunity area, defined in part by a poverty rate below 10% and the population is racially and ethnically diverse;
- Location within the community, considering proximity to community essentials, such as shopping and healthcare;
- Transit oriented – location is close to major thoroughfares or easily accessible to public transit or a form of transportation is provided and available for the resident’s use;
- Quality schools;
- Economically, racially, and ethnically diverse;
- Part of a formal neighborhood revitalization plan endorsed by the community;
- PSH with a proven provider and service plan;
- 3-4 BR units for families with children;

- If senior housing, no restriction that *all* occupants must meet a certain minimum age requirement;
- Energy efficient.

4. Services and Amenities (10 points maximum)

- Utilization of a mission-driven non-profit agency, if applicable;
- Supportive service plan, if applicable;
- Performance of service provider, if applicable;
- Project amenities, such as fitness center, community room
- computer lab;
- Play area, if housing for families with children;
- Employment training/opportunities;
- Educational opportunities, such as access to secondary education, GED classes, computer training, etc.;
- Degree to which resources are available to assist residents in achieving self-sufficiency

5. Project Feasibility (15 points maximum)

- Timing of unit completion, including development/construction schedules and unit delivery schedule;
- Site control and location has zoning approved;
- Formal letter of support from the community has been secured;
- Drawings or specifications to show the final product;
- Degree to which funding sources are formally committed;
- 10 Year Operating Pro-forma;
- Adequate reserves, if existing housing or rehabilitation

6. M/WBE Participation: (5 points maximum)

Demonstrated experience and/or commitment of The Respondent to assist the HACC in meeting its requirements and goals related to M/WBE Participation. The Respondent shall demonstrate its ability to utilize M/WBE firms in the resultant contract or any unrelated contract let by the Respondent during the term of the resultant contract, as described in this Request for Qualifications.

7. Section 3 Compliance: (5 points maximum)

Demonstrated experience and/or commitment of the Respondent to assist the HACC in meeting its requirements and goals related to the Section 3 Clause. The Respondent shall demonstrate the ability to comply with HUD’s requirement for Economic Opportunities for Recipients of HUD Assistance. Subcontractors of the Respondent must make the same commitment.

TOTAL POINTS (100 Points maximum)

The HACC may seek clarification of any information that is submitted by any Respondent in any portion of its response to this RFQ or request additional information during the evaluation process. Any material misrepresentation made by a Respondent will eliminate the Respondent from further consideration. The Committee may consider unacceptable any response for which critical information is lacking or whose submission represents a major deviation from the requirements of this RFQ. Minor omissions, may, at the sole option and discretion of the HACC, be corrected subsequent to proposal submission.

The HACC reserves the right to reject any and all proposals or terminate the evaluation process at any time, if doing so would serve in its best interest.

SECTION VII – PROCUREMENT AND AWARD PROCESS

Pursuant to 24 CFR Section 85.36 (d)(3), interested D/Os of existing or proposed private rental housing developments, are being procured as described in Section II (Scope of Services) of this solicitation. The following instructions are intended to aid the Respondent in the preparation of their Proposal:

A. Addendums to Solicitation

Any and all amendments to this Solicitation will be posted on the HACC's website. Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Respondent is responsible for obtaining all information required, thus enabling them to submit Responses. Failure to obtain clarifications and/or addenda from the HACC will not relieve the Respondent from being bound by any additional terms and/or conditions in the clarification and/or addenda. The HACC will not be responsible for Respondent's failure to consider additional information contained therein in preparing the proposal.

B. Submission of Proposals and/or Addendums to Proposals

Proposals may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following HACC Representative:

Deborah Elliott O'Donnell, Procurement Manager
Housing Authority of Cook County
175 West Jackson Boulevard, Suite 350
Chicago, Illinois 60604

Proposals must be received at the above address and may not be received by facsimile or any other electronic method. Proposals will be date and time stamped immediately upon receipt at the HACC to document their submission.

All Proposals and accompanying materials become the property of the HACC and will not be returned to the Respondent. It is the responsibility of the Respondent to see that their proposal is received by the HACC.

C. Evaluation and Award Process

1. **Purpose.** The purpose of this RFQ is to solicit proposals from D/Os of affordable housing who will later work with the HACC to develop a variety of affordable and mixed income housing throughout Suburban Cook County that best meets the needs and requirements of the HACC.
 - i. Submissions of proposals containing the requested information in the RFQ will be evaluated according to the criteria in the RFQ to determine eligibility for assistance under the HACC's PBV Program. All responses will be initially reviewed to determine compliance with the submission requirements specified in this RFQ. Responses that do not comply with these requirements may be rejected without further review.
2. **Advice on Rejected Responses.** The HACC may advise Respondent whose response is not accepted of the reason for the rejection. At the Respondent's request, the HACC will consider whether to meet and discuss the proposal so that it can be refined and resubmitted.
3. **Preliminary Commitment, HUD Approval, and Closing.** Once the proposal is approved, the HACC will seek approval from its Board of Commissioners. After receiving approval from its Board of Commissioners, the HACC will issue a preliminary commitment letter to the Respondent. Final approval is subject to

completing all the necessary HUD and HACC requirements and is contingent upon appropriations authorized by the Congress of the United States of America, adequate budget authority, and voucher utilization capability. When all requirements and conditions are met, an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract will be executed.

BASIS OF AWARD

Proposals received in response to this solicitation will be evaluated to determine that they meet the HACC's goal of de-concentrating poverty and expanding housing and economic opportunities for its participants. Proposals that do not meet the requirements set forth in this RFQ may be rejected without further review. Respondents whose proposals are selected will first enter into an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract after specific requirements are met. A Housing Assistance Payments (HAP) Contract will be executed when the units are ready for occupancy and have passed a Housing Quality Standards (HQS) Inspection.

Processing of Proposals:

- Proposals received in response to this solicitation will be reviewed by an Evaluation Committee at the HACC.

Reviewing of Proposals:

- **First Review:** The HACC's Evaluation Committee meets to discuss the proposals to determine that they meet the requirements outlined in this RFQ. The evaluation committee will score the proposals based on the Evaluation Criteria outlined in this RFQ. The Evaluation Committee will make a recommendation to the HACC's Executive Director whether to approve or reject the proposal.
- **Executive Director Review:** The Executive Director meets with the Evaluation Committee to review the proposals and make a decision to submit to the HACC's Board of Commissioners for approval.
- **The HACC and Respondent Review Meeting:** The Evaluation Committee and Executive Director meet with the Respondent to discuss the project, including location, number of units, mix, financing structure, potential price and any other preliminary discussions at the request of the HACC. Respondent presents the project to the HACC's staff which might include:
 - Architectural drawings
 - Project Summary/Description
 - Evidence of site control
 - Finance commitments
 - Market study
 - Development team composition
 - Any possible social service plan
 - Entity that will own the project
 - Unit mix and site plan
 - Evidence of support from local governmental entities
 - Project costs
 - Development and operating budgets
 - Development and construction schedule

If staff believes the project is acceptable and eligible, a recommendation will be presented to the HACC's Board of Commissioners for approval. Special consideration will be given to Respondents who are proposing to develop/rehabilitate larger unit sizes and permanent supportive housing as outlined earlier in this RFQ.

- **The HACC's Board of Commissioners:** The HACC will seek approval from its Board of Commissioners. Upon approval by the Board of Commissioners, the HACC shall notify the Respondent in writing with a preliminary commitment letter.
- **Closing the Transaction:** The HACC will work with the developer to close the project. The real estate closing and/or the start of construction/rehabilitation must occur no later than two (2) years from the date of the approval of the HACC's Board of Commissioners.

No award will be made to any Respondent that is determined not responsible to perform or if suspended, debarred, or otherwise determined ineligible to receive an award by HUD. Prior to award, the HACC will review the proposed Respondent's ability to perform the contract successfully, considering such factors as the Respondent's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Respondent's previous clients), and financial and technical resources.

Attachment A

SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please read and complete the bottom portion of this page for inclusion with your submission.

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 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 worker's 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 applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services 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 Subcontractor 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, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD 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 Services 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 Services 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).

Further information may be found on the U.S. Department of Housing and Urban Development's website at www.hud.gov and in the Code of Federal Regulations (24 CFR Part 135).

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

PRIME/GENERAL CONTRACTOR'S NAME: _____

RFP/IFB/RFQ/CONTRACT or PO NUMBER: _____ DATE FORM COMPLETED: _____

PROJECT TITLE: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4

PRIOR TO COMPLETING AND SUBMITTING THIS SECTION 3 UTILIZATION PLAN

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the HACC's Section 3 Policy. The Contractor hereby submits Utilization Plan to identify employment, subcontracting, and other opportunities for Cook County Housing residents and low income Cook County area residents during the term of the contract between the Contractor and HACC. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Utilization Plan and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% Of all new hires	10% Of the total contract value subcontracted	See instructions
Other Contracts (Including Professional Services)	All Contract Values	30% Of all new hires	3% Of the total contract value subcontracted	See instructions

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is **required** to fill out the **Table I.b Hiring Chart-ENTIRE WORKFORCE for both Prime and all Subcontractors** in **Part I: Hiring**. This chart includes Section 3 hires, **AS WELL AS** all other non-section 3 hires for the scope of work.
- **Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors** is provided to you as a sample.
- **Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors** will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- The definition of 'Section 3 Business Concern' under HUD Regulations is:
 - (1) 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) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to **direct participation** (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- **Table II: Contracting Commitments** requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.
- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
 - o When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
 - o If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
 - o This is required before Other Economic Opportunities are proposed.

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
 - o **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined

**Housing Authority of Cook County (HACC)
Department of Procurement**

**SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)**

above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund

- o **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund.
- o A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities.
- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.
This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the HACC, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor

Date

Print Name

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Part 1: Hiring

SAMPLE HIRING CHART

Table 1.a: SAMPLE Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed for each Job Title	Total number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for each Job Title
<i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each job title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently opened.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
Painters	10	8	2	0
Laborers	20	19	1	1
Carpenters	15	15	0	0
Bricklayers	4	4	0	0
Sprinkler fitter	3	3	0	0
Marble Mason	1	1	0	0
Electrician	6	5	1	0
Power Equipment Operator	2	2	0	0
Iron Worker	5	5	0	0
Cement Mason	2	2	0	0
Plumber	4	4	0	0
Roofer	10	10	0	0
Administrative Assistant	2	1	1	1
Superintendent	1	1	0	0
Payroll Coordinator	1	0	1	1
(6) Totals:	86	80	6	3

(7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number)	2
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires	50 %

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

In this Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the sample Hiring Chart.

Table 1.b: Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed for each Job Title	Total number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for each Job Title
<i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each job title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently opened.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
(6) Totals:				

(7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number)	
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires	%

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	\$ _____
Total Percentage of Section 3 Business Concern Contracts:	_____ %

Table II.a.-Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

CONTRACTS TO SECTION 3 BUSINESS CONCERNS
<p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p>
<p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p>

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

CONTRACTS TO SECTION 3 BUSINESS CONCERNS (continued)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe: _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

--

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for Not Subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for Not Subcontracting:	

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a section 3 business for work outside the scope)
Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____
Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____

Mentorship Program Participation	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Results	

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

Training Program	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

Internship Program	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

Other Results Oriented Economic Opportunities	
<small>Note: Any part-time hires can be represented here.</small>	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B-Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

Section 3 Fund			
Note: Please refer to page three (3) Part III: Other economic Opportunities for more details on contributions.			
Hiring	<input type="checkbox"/>	5% of the total contract value (Construction)	
	<input type="checkbox"/>	1.5% of the total contract value (Professional Services)	
Contracting	<input type="checkbox"/>	Contributing the difference between the actual subcontracting amount and the minimum subcontracting requirement. Not to Exceed \$500,000	<input type="checkbox"/>
			<input type="checkbox"/>
		10% of total contract value (Construction)	
		3% of total contract value (Other Contracts including Professional Services)	

Contribution to Section 3 Fund	
(This is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above.)	
Dollar Value of Contribution	\$ _____

How will I contribute the funds?	<input type="checkbox"/>	HACC can deduct portions from each of my invoices.	<input type="checkbox"/>	I will submit one check to cover the full contribution amount
---	--------------------------	--	--------------------------	---

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the HACC Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

 NAME OF PRIME CONTRACTOR (Print or Type)

 NAME OF AUTHORIZED OFFICER

 NAME OF NOTARY (Print or Type) Date _____

STATE OF COUNTY OF _____ ON THIS _____ DAY OF _____ 20____
 BEFORE ME APPEARED (NAME) _____ TO ME PERSONALLY KNOWN WHO,
 BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ (SEAL): COMMISSION EXPIRES: _____

INTERNAL HACC APPROVAL _____
 _____ COMPLIANCE MANAGER'S SIGNATURE DATE _____

Attachment B

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Proposer as statement of self-certification of MBE/WBE Participation under this Contract.

A. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?
 Yes No N/A

B. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
 Yes No N/A

MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Female Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female Hispanic |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female Asian |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Female White American |

If "No", are any Subcontractors classified as Minority Business Enterprises?
 Yes No N/A

If "Yes", please fill in the following information:

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

C. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
 Yes No N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?
 Yes No N/A

If "Yes", please fill in the following information:

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

TOTAL

\$ _____ %

Attachment C

MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub-Contractors being proposed for participation under this Contract. Please make copies for additional Sub-Contractors.

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

Name of Prime Contractor - To: _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

The above described goods and/or services are offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within three (3) business days of receipt of a signed contract from HACC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Phone

Fax/Email

Attachment D

SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

Instructions: This form is to summarize all MBE/WBE firms proposed for participation under this Contract whether directly or indirectly utilized.

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

(Name of Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE participation of this contract.

All MBE/WBE firms included in this plan are currently certified as such (Letters of Certification Attached).

A. Direct Participation of MBE/WBE Firms

(Note: The Contractor will, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)

If Contractor is a certified MBE or WBE firm, attach copy of current Letter of Certification. (Certification of Contractor as a MBE satisfies the MBE participation only. Certification of Contractor as a WBE satisfies the WBE participation only.)

If Contractor is a joint venture and one or more joint venture partners are certified MBEs and WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavit of Subcontractors and Letters of Certification not submitted with proposal must be submitted so as to assure receipt by the Contracting Official within three (3) business days after receipt of proposal.

B. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE participation has not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

4. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

5. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavit of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.

C. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation:	\$ _____	_____ %

MBE Indirect Participation (from Section II):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation:	\$ _____	_____ %

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

WBE Indirect Participation (from Section II):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

Signature (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s))
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

Notary Public Signature: _____
(Seal)

Commission Expires: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ELECTRONIC CODE OF FEDERAL REGULATIONS**e-CFR data is current as of December 30, 2015**[Title 24](#) → [Subtitle B](#) → [Chapter IX](#) → [Part 983](#) → Subpart ATitle 24: Housing and Urban Development
[PART 983—PROJECT-BASED VOUCHER \(PBV\) PROGRAM](#)

Subpart A—General

Contents

- [§983.1 When the PBV rule \(24 CFR part 983\) applies.](#)
 - [§983.2 When the tenant-based voucher rule \(24 CFR part 982\) applies.](#)
 - [§983.3 PBV definitions.](#)
 - [§983.4 Cross-reference to other Federal requirements.](#)
 - [§983.5 Description of the PBV program.](#)
 - [§983.6 Maximum amount of PBV assistance.](#)
 - [§983.7 Uniform Relocation Act.](#)
 - [§983.8 Equal opportunity requirements.](#)
 - [§983.9 Special housing types.](#)
 - [§983.10 Project-based certificate \(PBC\) program.](#)
-

[↑ Back to Top](#)**§983.1 When the PBV rule (24 CFR part 983) applies.**

Part 983 applies to the project-based voucher (PBV) program. The PBV program is authorized by section 8(o)(13) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(o)(13)).

[↑ Back to Top](#)**§983.2 When the tenant-based voucher rule (24 CFR part 982) applies.**

(a) *24 CFR Part 982.* Part 982 is the basic regulation for the tenant-based voucher program. Paragraphs (b) and (c) of this section describe the provisions of part 982 that do not apply to the PBV program. The rest of part 982 applies to the PBV program. For use and applicability of voucher program definitions at §982.4, see §983.3.

(b) *Types of 24 CFR part 982 provisions that do not apply to PBV.* The following types of provisions in 24 CFR part 982 do not apply to PBV assistance under part 983.

(1) Provisions on issuance or use of a voucher;

(2) Provisions on portability;

(3) Provisions on the following special housing types: Shared housing, manufactured home space rental, and the homeownership option.

(c) *Specific 24 CFR part 982 provisions that do not apply to PBV assistance.* Except as specified in this paragraph, the following specific provisions in 24 CFR part 982 do not apply to PBV assistance under part 983.

(1) In subpart E of part 982: paragraph (b)(2) of §982.202 and paragraph (d) of §982.204;

(2) Subpart G of part 982 does not apply, with the following exceptions:

(i) Section 982.310 (owner termination of tenancy) applies to the PBV program, but to the extent that those provisions differ from §983.257, the provisions of §983.257 govern; and

(ii) Section 982.312 (absence from unit) applies to the PBV Program, but to the extent that those provisions differ from §983.256(g), the provisions of §983.256(g) govern; and

(iii) Section 982.316 (live-in aide) applies to the PBV Program;

(3) Subpart H of part 982;

(4) In subpart I of part 982: §982.401(j); paragraphs (a)(3), (c), and (d) of §982.402; §982.403; §982.405(a); and §982.406;

(5) In subpart J of part 982: §982.455;

(6) Subpart K of Part 982: subpart K does not apply, except that the following provisions apply to the PBV Program:

(i) Section 982.503 (for determination of the payment standard amount and schedule for a Fair Market Rent (FMR) area or for a designated part of an FMR area). However, provisions authorizing approval of a higher payment standard as a reasonable accommodation for a particular family that includes a person with disabilities do not apply (since the payment standard amount does not affect availability of a PBV unit for occupancy by a family or the amount paid by the family);

(ii) Section 982.516 (family income and composition; regular and interim examinations);

(iii) Section 982.517 (utility allowance schedule);

(7) In subpart M of part 982:

(i) Sections 982.603, 982.607, 982.611, 982.613(c)(2), 982.619(a), (b)(1), (b)(4), (c); and

(ii) Provisions concerning shared housing (§982.615 through §982.618), manufactured home space rental (§982.622 through §982.624), and the homeownership option (§982.625 through §982.641).

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36165, June 25, 2014]

[Back to Top](#)

§983.3 PBV definitions.

(a) *Use of PBV definitions*—(1) *PBV terms (defined in this section)*. This section defines PBV terms that are used in this part 983. For PBV assistance, the definitions in this section apply to use of the defined terms in part 983 and in applicable provisions of 24 CFR part 982. (Section 983.2 specifies which provisions in part 982 apply to PBV assistance under part 983.)

(2) *Other voucher terms (terms defined in 24 CFR 982.4)*. (i) The definitions in this section apply instead of definitions of the same terms in 24 CFR 982.4.

(ii) Other voucher terms are defined in §982.4, but are not defined in this section. Those §982.4 definitions apply to use of the defined terms in this part 983 and in provisions of part 982 that apply to part 983.

(b) *PBV definitions. 1937 Act*. The United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*).

Activities of daily living. Eating, bathing, grooming, dressing, and home management activities.

Admission. The point when the family becomes a participant in the PHA's tenant-based or project-based voucher program (initial receipt of tenant-based or project-based assistance). After admission, and so long as the family is continuously assisted with tenant-based or project-based voucher assistance from the PHA, a shift from tenant-based or project-based assistance to the other form of voucher assistance is not a new admission.

Agreement to enter into HAP contract (Agreement). The Agreement is a written contract between the PHA and the owner in the form prescribed by HUD. The Agreement defines requirements for development of housing to be assisted under this section. When development is completed by the owner in accordance with the Agreement, the PHA enters into a HAP contract with the owner. The Agreement is not used for existing housing assisted under this section. HUD will keep the public informed about changes to the Agreement and other forms and contracts related to this program through appropriate means.

Assisted living facility. A residence facility (including a facility located in a larger multifamily property) that meets all the following criteria:

(1) The facility is licensed and regulated as an assisted living facility by the state, municipality, or other political subdivision;

(2) The facility makes available supportive services to assist residents in carrying out activities of daily living; and

(3) The facility provides separate dwelling units for residents and includes common rooms and other facilities appropriate and actually available to provide supportive services for the residents.

Comparable rental assistance. A subsidy or other means to enable a family to obtain decent housing in the PHA jurisdiction renting at a gross rent that is not more than 40 percent of the family's adjusted monthly gross income.

Contract units. The housing units covered by a HAP contract.

Development. Construction or rehabilitation of PBV housing after the proposal selection date.

Excepted units (units in a multifamily project not counted against the 25 percent per-project cap). See §983.56(b)(2) (i).

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the HQS on that date. (The units must fully comply with the HQS before execution of the HAP contract.)

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment for a PBV unit by a PHA, which includes:

- (1) A payment to the owner for rent to owner under the family's lease minus the tenant rent; and
- (2) An additional payment to or on behalf of the family, if the utility allowance exceeds the total tenant payment, in the amount of such excess.

Housing credit agency. For purposes of performing subsidy layering reviews for proposed PBV projects, a housing credit agency includes a State housing finance agency, a State participating jurisdiction under HUD's HOME program (see 24 CFR part 92), or other State housing agencies that meet the definition of "housing credit agency" as defined by section 42 of the Internal Revenue Code of 1986.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the program. See 24 CFR 982.401.

Lease. A written agreement between an owner and a tenant for the leasing of a PBV dwelling unit by the owner to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

Multifamily building. A building with five or more dwelling units (assisted or unassisted).

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the PBV program.

Partially assisted project. A project in which there are fewer contract units than residential units.

PHA-owned unit. A dwelling unit owned by the PHA that administers the voucher program. PHA-owned means that the PHA or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

Premises. The project in which the contract unit is located, including common areas and grounds.

Program. The voucher program under section 8 of the 1937 Act, including tenant-based or project-based assistance.

Project. A project is a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. *Contiguous* in this definition includes "adjacent to", as well as touching along a boundary or a point.

Project-based certificate (PBC) program. The program in which project-based assistance is attached to units pursuant to an Agreement executed by a PHA and owner before January 16, 2001 (see §983.10).

Proposal selection date. The date the PHA gives written notice of PBV proposal selection to an owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Qualifying families (for purpose of exception to 25 percent per-project cap). See §983.56(b)(2)(ii).

Rehabilitated housing. Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the PBV program.

Release of funds (for purposes of environmental review). Release of funds in the case of the project-based voucher program, under 24 CFR 58.1(b)(6)(iii) and §983.58, means that HUD approves the local PHA's Request for Release of Funds and Certification by issuing a Letter to Proceed (in lieu of using form HUD-7015.16) that authorizes the PHA to execute an "agreement to enter into housing assistance payment contract" (AHAP) or, for existing housing, to directly enter into a HAP with an owner of units selected under the PBV program.

Rent to owner. The total monthly rent payable by the family and the PHA to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance, and utilities to be provided by the owner in

accordance with the lease. (Rent to owner must not include charges for non-housing services including payment for food, furniture, or supportive services provided in accordance with the lease.)

Responsible entity (RE) (for environmental review). The unit of general local government within which the project is located that exercises land use responsibility or, if HUD determines this infeasible, the county or, if HUD determines that infeasible, the state.

Single-family building. A building with no more than four dwelling units (assisted or unassisted).

Site. The grounds where the contract units are located, or will be located after development pursuant to the Agreement.

Special housing type. Subpart M of 24 CFR part 982 states the special regulatory requirements for single-room occupancy (SRO) housing, congregate housing, group homes, and manufactured homes. Subpart M provisions on shared housing, manufactured home space rental, and the homeownership option do not apply to PBV assistance under this part.

Tenant-paid utilities. Utility service that is not included in the tenant rent (as defined in 24 CFR 982.4), and which is the responsibility of the assisted family.

Total tenant payment. The amount described in 24 CFR 5.628.

Utility allowance. See 24 CFR 5.603.

Utility reimbursement. See 24 CFR 5.603.

Wrong-size unit. A unit occupied by a family that does not conform to the PHA's subsidy guideline for family size, by being either too large or too small compared to the guideline.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36165, June 25, 2014]

[⬆️ Back to Top](#)

§983.4 Cross-reference to other Federal requirements.

The following provisions apply to assistance under the PBV program.

Civil money penalty. Penalty for owner breach of HAP contract. See 24 CFR 30.68.

Debarment. Prohibition on use of debarred, suspended, or ineligible contractors. See 24 CFR 5.105(c) and 2 CFR part 2424.

Definitions. See 24 CFR part 5, subpart D.

Disclosure and verification of income information. See 24 CFR part 5, subpart B.

Environmental review. See 24 CFR parts 50 and 58 (see also provisions on PBV environmental review at §983.58).

Fair housing. Nondiscrimination and equal opportunity. See 24 CFR 5.105(a) and section 504 of the Rehabilitation Act.

Fair market rents. See 24 CFR part 888, subpart A.

Fraud. See 24 CFR part 792. PHA retention of recovered funds.

Funds. See 24 CFR part 791. HUD allocation of voucher funds.

Income and family payment. See 24 CFR part 5, subpart F (especially §5.603 (definitions), §5.609 (annual income), §5.611 (adjusted income), §5.628 (total tenant payment), §5.630 (minimum rent), §5.603 (utility allowance), §5.603 (utility reimbursements), and §5.661 (section 8 project-based assistance programs: approval for police or other security personnel to live in project)).

Labor standards. Regulations implementing the Davis-Bacon Act, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 29 CFR part 5, and other federal laws and regulations pertaining to labor standards applicable to development (including rehabilitation) of a project comprising nine or more assisted units.

Lead-based paint. Regulations implementing the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856). See 24 CFR part 35, subparts A, B, H, and R.

Lobbying restriction. Restrictions on use of funds for lobbying. See 24 CFR 5.105(b).

Noncitizens. Restrictions on assistance. See 24 CFR part 5, subpart E.

Program accessibility. Regulations implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). See 24 CFR parts 8 and 9.

Protection for victims of domestic violence, dating violence, and stalking. See 24 CFR part 5, subpart L.

Protection for victims of domestic violence, dating violence, or stalking. See 24 CFR part 5, subpart L.

Relocation assistance. Regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655). See 49 CFR part 24.

Section 3—Training, employment, and contracting opportunities in development. Regulations implementing Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). See 24 CFR part 135.

Uniform financial reporting standards. See 24 CFR part 5, subpart H.

Waiver of HUD rules. See 24 CFR 5.110.

[70 FR 59913, Oct. 13, 2005, as amended at 72 FR 73497, Dec. 27, 2007; 73 FR 72345, Nov. 28, 2008; 75 FR 66264, Oct. 24, 2010; 79 FR 36165, June 25, 2014]

[Back to Top](#)

§983.5 Description of the PBV program.

(a) *How PBV works.* (1) The PBV program is administered by a PHA that already administers the tenant-based voucher program under an annual contributions contract (ACC) with HUD. In the PBV program, the assistance is “attached to the structure.” (See description of the difference between “project-based” and “tenant-based” rental assistance at 24 CFR 982.1(b).)

(2) The PHA enters into a HAP contract with an owner for units in existing housing or in newly constructed or rehabilitated housing.

(3) In the case of newly constructed or rehabilitated housing, the housing is developed under an Agreement between the owner and the PHA. In the Agreement, the PHA agrees to execute a HAP contract after the owner completes the construction or rehabilitation of the units.

(4) During the term of the HAP contract, the PHA makes housing assistance payments to the owner for units leased and occupied by eligible families.

(b) *How PBV is funded.* (1) If a PHA decides to operate a PBV program, the PHA's PBV program is funded with a portion of appropriated funding (budget authority) available under the PHA's voucher ACC. This pool of funding is used to pay housing assistance for both tenant-based and project-based voucher units and to pay PHA administrative fees for administration of tenant-based and project-based voucher assistance.

(2) There is no special or additional funding for project-based vouchers. HUD does not reserve additional units for project-based vouchers and does not provide any additional funding for this purpose.

(c) *PHA discretion to operate PBV program.* A PHA has discretion whether to operate a PBV program. HUD approval is not required, except that the PHA must notify HUD of its intent to project-base its vouchers, in accordance with §983.6 (d).

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36165, June 25, 2014]

[Back to Top](#)

§983.6 Maximum amount of PBV assistance.

(a) The PHA may select owner proposals to provide project-based assistance for up to 20 percent of the amount of budget authority allocated to the PHA by HUD in the PHA voucher program. PHAs are not required to reduce the number of PBV units selected under an Agreement or HAP contract if the amount of budget authority is subsequently reduced.

(b) All PBC and project-based voucher units for which the PHA has issued a notice of proposal selection or which are under an Agreement or HAP contract for PBC or project-based voucher assistance count against the 20 percent maximum.

(c) The PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and for ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC.

(d) Before a PHA issues a Request for Proposals in accordance with §983.51(b)(1) or makes a selection in accordance with §983.51(b)(2), the PHA must submit the following information to a HUD field office for review:

- (1) The total amount of annual budget authority;
- (2) The percentage of annual budget authority available to be project-based; and
- (3) The total amount of annual budget authority the PHA is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36165, June 25, 2014]

[↑ Back to Top](#)

§983.7 Uniform Relocation Act.

(a) *Relocation assistance for displaced person.* (1) A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

(2) The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Relocation costs may not be paid from voucher program funds; however, provided payment of relocation benefits is consistent with state and local law, PHAs may use their administrative fee reserve to pay for relocation assistance after all other program administrative expenses are satisfied. Use of the administrative fee reserve in this manner must be consistent with legal and regulatory requirements, including the requirements of 24 CFR 982.155 and other official HUD issuances.

(b) *Real property acquisition requirements.* The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B.

(c) *Responsibility of PHA.* The PHA must require the owner to comply with the URA and 49 CFR part 24.

(d) *Definition of initiation of negotiations.* In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

[↑ Back to Top](#)

§983.8 Equal opportunity requirements.

(a) The PBV program requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 24 CFR 5.105(a).

(b) The PHA must comply with the PHA Plan civil rights and affirmatively furthering fair housing certification submitted by the PHA in accordance with 24 CFR 903.7(o).

[↑ Back to Top](#)

§983.9 Special housing types.

(a) *Applicability.* (1) For applicability of rules on special housing types at 24 CFR part 982, subpart M, see §983.2.

(2) In the PBV program, the PHA may not provide assistance for shared housing, manufactured home space rental, or the homeownership option.

(b) *Group homes.* A group home may include one or more group home units. A separate lease is executed for each elderly person or person with disabilities who resides in a group home.

(c) *Cooperative housing.* (1) *Applicability of part 983.* Except as provided in paragraph (c)(3) of this section, assistance under this housing type is subject to the regulations of part 983, except the following sections of part 983, subpart F: §§983.256(b) and (c), 983.258 and 983.259 do not apply.

(2) *Applicability of part 982.* (i) Cooperative housing under the PBV program is also subject to the requirements of 24 CFR 982.619(b)(2), (b)(3), (b)(5), (d), and (e).

(ii) Cooperative housing under the PBV program is not subject to the requirements of 24 CFR 982.619(a), (b)(1), (b)(4), and (c).

(3) *Assistance in cooperative housing.* Rental assistance for PBV cooperative housing where families lease cooperative housing units from cooperative members is not a special housing type and all requirements of 24 CFR 983 apply.

(4) *Rent to owner.* The regulations of 24 CFR part 983, subpart G, apply to PBV housing under paragraph (c) of this section. The reasonable rent for a cooperative unit is determined in accordance with §983.303. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

(5) *Other fees and charges.* Fees such as application fees, credit report fees, and transfer fees shall not be included in the rent to owner.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36165, June 25, 2014]

[Back to Top](#)

§983.10 Project-based certificate (PBC) program.

(a) *What is it?* “PBC program” means project-based assistance attached to units pursuant to an Agreement executed by a PHA and owner before January 16, 2001, and in accordance with:

(1) The regulations for the PBC program at 24 CFR part 983, codified as of May 1, 2001 and contained in 24 CFR part 983 revised as of April 1, 2002; and

(2) Section 8(d)(2) of the 1937 Act, as in effect before October 21, 1998 (the date of enactment of Title V of Public Law 105-276, the Quality Housing and Work Responsibility Act of 1998, codified at 42 U.S.C. 1437 *et seq.*).

(b) *What rules apply?* Units under the PBC program are subject to the provisions of 24 CFR part 983, codified as of May 1, 2001, with the following exceptions:

(1) *PBC renewals.* (i) *General.* Consistent with the PBC HAP contract, at the sole option of the PHA, HAP contracts may be renewed for terms for an aggregate total (including the initial and any renewal terms) of 15 years, subject to the availability of appropriated funds.

(ii) *Renewal of PBC as PBV.* At the sole discretion of the PHA, upon the request of an owner, PHAs may renew a PBC HAP contract as a PBV HAP contract. All PBV regulations (including 24 CFR part 983, subpart G—Rent to Owner) apply to a PBC HAP contract renewed as a PBV HAP contract with the exception of §§983.51, 983.56, and 983.57(b)(1). In addition, the following conditions apply:

(A) The term of the HAP contract for PBC contracts renewed as PBV contracts shall be consistent with §983.205.

(B) A PHA must make the determination, within one year before expiration of a PBC HAP contract, that renewal of the contract under the PBV program is appropriate to continue providing affordable housing for low-income families.

(C) The renewal of PBC assistance as PBV assistance is effectuated by the execution of a PBV HAP contract addendum as prescribed by HUD and a PBV HAP contract for existing housing.

(2) *Housing quality standards.* The regulations in 24 CFR 982.401 (housing quality standards) (HQS) apply to units assisted under the PBC program.

(i) *Special housing types.* HQS requirements for eligible special housing types, under this program, apply (See 24 CFR 982.605, 982.609 and 982.614).

(ii) *Lead-based paint requirements.* (A) The lead-based paint requirements at 24 CFR 982.401(j) do not apply to the PBC program.

(B) The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

(iii) *HQS enforcement.* The regulations in 24 CFR parts 982 and 983 do not create any right of the family or any party, other than HUD or the PHA, to require enforcement of the HQS requirements or to assert any claim against HUD or the PHA for damages, injunction, or other relief for alleged failure to enforce the HQS.

(c) *Statutory notice requirements.* In addition to provisions of 24 CFR part 983 codified as of May 1, 2001, §983.206 applies to the PBC program.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36166, June 25, 2014]

[Back to Top](#)

[Need assistance?](#)