



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.: 2021-100-046

HACC POINT OF CONTACT: DEBORAH O'DONNELL
PROCUREMENT MANAGER
PHONE: 312-542-4725 **E-MAIL:** DODONNELL@THEHACC.ORG

Proposals will be accepted on an on-going basis until the HACC awards 100 PBVs or terminates this process. Developers and Owners who intend on submitting applications to IHDA for the LIHTC round must have their proposals for PBVs submitted at least 120 days prior to the IHDA application date. Proposals received with less than 120 days may not be evaluated and approved in time for the IHDA deadline.

QUESTIONS FOR THIS RFQ MAY BE SUBMITTED TO DEBORAH 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
ATTENTION: DEBORAH O'DONNELL

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 **2021-100-046**. 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)

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- A. Section 3
- 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, 2018 Maximum Annual Income Limits
- G. 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 14,000 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 1,271 units, 1,147 of which are currently under a Housing Assistance Payment (HAP) Contract. The HACC has made commitments to developers for the remaining 124 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 and persons eligible to receive supportive services. The HACC is seeking to allocate up to 100 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. The HACC is not prioritizing housing for seniors at this time; however, if a D/O submits a proposal for senior housing, occupancy should not require that all members of the household be at least 55 years of age or older. The HACC has seen an increase in the number of households lead by grandparents or older persons responsible for the care of a younger person or disabled person and does not want to exclude these households from potential housing in developments serving people at least 55 years of age. 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. If a D/O submits a proposal for senior housing, the D/O may require that 100% of the units be occupied by *at least one person* over a specific age, but may 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* will not be considered. The D/O must address this in the proposal when describing the type of housing.

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 and the Housing Assistance Payments contract executed within two years of the award. 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. All D/Os are expected to understand all the provisions of the PBV Program, including the environmental review and subsidy layering review processes.

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. The regulations require that applicants being considered for occupancy must come the HACC's waiting list. The HACC has made a commitment to house people transitioning from institutionalized settings and may allocate 10% of new PBV units for the statewide referral network (SRN). D/Os may not propose that all PBV units will be used to house applicants from the SRN.

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 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 HACC awards 100 PBVs or terminates this process. However, Developers and Owners should consider the IHDA LIHTC application deadline if their intent is to include PBVs in their applications to IHDA and ensure their response to this RFQ is submitted at least 120 days prior to the IHDA 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 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 D/Os 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 Voucher 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. D/Os should designate 5% of the total PBVs requested or one unit, whichever is greater, 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 and/or persons eligible to receive 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 for families with children in communities of greater opportunity. Special consideration will be given to projects that contain three and four-bedroom units.

- e. **Facilities, Services, and Amenities.** The Respondent(s) should offer all facilities and amenities generally offered in the overall 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. Special consideration will be given to family developments offering employment training programs, employment opportunities, and/or opportunities to further education.
- 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 and full understanding of all the PBV regulations, including the environmental review and subsidy layering review requirements.

- 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). Additionally, if there are delays in the construction or rehabilitation process, the HACC cannot guarantee that a D/O will meet its tax credit delivery date and will not compromise processes, procedures, and regulations to do so.

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 20 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, if any, 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. Applicants must be processed in the order they appear on the site-based wait list.

B. Special Conditions Provision

1. Contract Period

The initial HAP contract may be for a term up to 20 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 OWNERS <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRE ONLY <input type="checkbox"/> NON-OWNERS				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 <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OUT-ER 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, execution of the PBV HAP contract, and leasing the PBV units. As such, the HACC is imposing the following fee structure:

Application Fees

A non-refundable application fee of \$3,000 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 - \$275 per unit
For more than 20 units - \$375 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: 2021-100-046,
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. The letter must also identify the name of the proposed development, location, type of housing, total number of units in the development, and the number of PBV units requested.
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-subsidiary). 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. If possible, the two examples should be projects where the HACC was not previously involved. 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. This is a requirement for all proposals, not just those for PSH. 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.
- A defendant in any fair housing or civil rights 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 recommendation for selection 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;
- Knowledge of the environmental review and subsidy layering review processes.

(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;

- Timeliness of unit delivery on past projects;
- 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. Coaching, counseling, and educating residents as needed to avoid potential eviction
 3. Occupancy rates
 4. Rent collection;
- Historical involvement of management in community development activities;
- Ability to secure social service relationships 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)

- All proposals must address services and amenities, not just proposals for PSH;
- 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, etc.
- Resident events;
- 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;
- Ability to execute the HAP contract within two years of award;
- 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;
- 20 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 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. This must be within two years of the date of the award.

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 makes 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. Careful planning on the part of the D/O will be necessary so that the HAP contract can be executed within two years of the HACC award.

Successful respondents will be expected to comply with the HACC’s eligibility and leasing policies. The HACC provides a preference for the homeless in all its housing programs. All PBV developments must offer this same preference. D/O’s must consider the barriers to housing that the homeless and extremely low-income people may have when designing the Tenant Selection Plan. The HACC will review and approve the D/O’s Tenant Selection Plan prior to the beginning of the occupancy process for the development.

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.

Asst. Secy., for Public and Indian Housing, HUD

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(5) A family whose annual income is greater than 99 percent of the median income for the area shall not receive homeownership assistance under the pilot program.

(e) *Assistance payments to lender.* The PHA must make homeownership assistance payments to a lender on behalf of the disabled family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family. The provisions of §982.635(d), which permit the PHA to make monthly homeownership assistance payments directly to the family, do not apply to the pilot program.

(f) *Mortgage defaults.* The requirements of §982.638(d) regarding mortgage defaults are applicable to the pilot program. However, notwithstanding §982.638(d), the PHA may, in its discretion, permit a family that has defaulted on its mortgage to move to a new unit with continued voucher homeownership assistance if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a federally declared major disaster or emergency. The requirements of §§982.627(a)(5) and 982.627(e) do not apply to such a family.

[66 FR 33613, June 22, 2001]

**§982.643 Homeownership option:
Downpayment assistance grants.**

(a) *General.* (1) A PHA may provide a single downpayment assistance grant for a participant that has received tenant-based or project-based rental assistance in the Housing Choice Voucher Program.

(2) The downpayment assistance grant must be applied toward the downpayment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.

(3) If the PHA permits the downpayment grant to be applied to closing costs, the PHA must define what fees and charges constitute reasonable and customary closing costs. However, if the purchase of a home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements, including any requirements concerning closing costs

(see §982.632(b) of this part regarding the applicability of FHA requirements to voucher homeownership assistance and §203.27 of this title regarding allowable fees, charges and discounts for FHA-insured mortgages).

(b) *Maximum downpayment grant.* A downpayment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.

(c) *Payment of downpayment grant.* The downpayment assistance grant shall be paid at the closing of the family's purchase of the home.

(d) *Administrative fee.* For each downpayment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee in accordance with §982.152(a)(1)(iii).

(e) *Return to tenant-based assistance.* A family that has received a downpayment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and PHA policies. However, the PHA may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, eighteen months must have passed since the family's receipt of the downpayment assistance grant.

(f) *Implementation of downpayment assistance grants.* A PHA may not offer downpayment assistance under this paragraph until HUD publishes a notice in the FEDERAL REGISTER.

[67 FR 64494, Oct. 18, 2002]

**PART 983—PROJECT-BASED
VOUCHER (PBV) PROGRAM**

Subpart A—General

Sec.

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AUTHORITY: 42 U.S.C. 1437f and 3535(d).

SOURCE: 70 FR 59913, Oct. 13, 2005, unless otherwise noted.

Subpart A—General

§ 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)).

§ 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]

§ 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)(1).

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]

§ 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.

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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 Working 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]

§ 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]

§ 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]

§ 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.

§ 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).

§ 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]

§ 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]

Subpart B—Selection of PBV Owner Proposals

§ 983.51 Owner proposal selection procedures.

(a) *Procedures for selecting PBV proposals.* The PHA administrative plan must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing (§§ 983.53 and 983.54), complies with the cap on the number of PBV units per project (§ 983.56), and meets the site selection standards (§ 983.57).

(b) *Selection of PBV proposals.* The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

(1) *PHA request for PBV Proposals.* The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

(2) *Selection based on previous competition.* The PHA may select, without competition, a proposal for housing assisted under a federal, State, or local government housing assistance, community development, or supportive

services program that required competitive selection of proposals (e.g., HOME, and units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

(c) *Public notice of PHA request for PBV proposals.* If the PHA will be selecting proposals under paragraph (b)(1) of this section, PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

(d) *PHA notice of owner selection.* The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

(e) *PHA-owned units.* A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. Under no circumstances may PBV assistance be used with a public housing unit.

(f) *Public review of PHA selection decision documentation.* The PHA must make documentation available for public inspection regarding the basis for the PHA selection of a PBV proposal.

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(g) Owner proposal selection does not require submission of form HUD-2530 or other HUD previous participation clearance.

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

§ 983.52 Housing type.

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement.

(a) *Existing housing*—A housing unit is considered an existing unit for purposes of the PBV program, if at the time of notice of PHA selection the units substantially comply with HQS.

(1) Units for which rehabilitation or new construction began after owner's proposal submission but prior to execution of the AHAP do not subsequently qualify as existing housing.

(2) Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

(b) Subpart D of this part applies to newly constructed and rehabilitated housing.

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

§ 983.53 Prohibition of assistance for ineligible units.

(a) *Ineligible unit.* The PHA may not attach or pay PBV assistance for units in the following types of housing:

(1) Shared housing;

(2) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;

(3) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. However, the PHA may attach PBV assistance for a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;

(4) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

(5) Manufactured homes; and

(6) Transitional Housing.

(b) *Prohibition against assistance for owner-occupied unit.* The PHA may not

attach or pay PBV assistance for a unit occupied by an owner of the housing. A member of a cooperative who owns shares in the project assisted under the PBV program shall not be considered an owner for purposes of participation in the PBV program.

(c) *Prohibition against selecting unit occupied by an ineligible family.* Before a PHA selects a specific unit to which assistance is to be attached, the PHA must determine whether the unit is occupied and, if occupied, whether the unit's occupants are eligible for assistance. The PHA must not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

(d) *Prohibition against assistance for units for which commencement of construction or rehabilitation occurred prior to AHAP.* The PHA may not attach or pay PBV assistance for units for which construction or rehabilitation has commenced as defined in § 983.152 after proposal submission and prior to execution of an AHAP.

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

§ 983.54 Prohibition of assistance for units in subsidized housing.

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

(a) A public housing dwelling unit;

(b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the PHA may attach assistance for a unit subsidized with Section

515 interest reduction payments (42 U.S.C. 1485);

(g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);

(i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(j) A Section 101 rent supplement project (12 U.S.C. 1701s);

(k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 *et seq.*);

(l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the PHA in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

§ 983.55 Prohibition of excess public assistance.

(a) *Subsidy layering requirements.* The PHA may provide PBV assistance only in accordance with HUD subsidy layering regulations (24 CFR 4.13) and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits. The subsidy layering requirements are not applicable to existing housing. A further subsidy layering review is not required for housing selected as new construction or rehabilitation of housing, if HUD's designee has conducted a review, which included a review of PBV assistance, in accordance with HUD's PBV subsidy layering review guidelines.

(b) *When subsidy layering review is conducted.* The PHA may not enter into an Agreement or HAP contract until

HUD or a housing credit agency approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

(c) *Owner certification.* The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

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

§ 983.56 Cap on number of PBV units in each project.

(a) *25 percent per project cap.* Except as provided in paragraph (b) of this section, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an Agreement or HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

(b) *Exception to 25 percent per building cap—(1) When PBV units are not counted against cap.* In the following cases, PBV units are not counted against the 25 percent per project cap:

- (i) Units in a single-family building;
- (ii) Excepted units in a multifamily project.

(2) Terms (i) "Excepted units" means units in a multifamily project that are specifically made available for qualifying families.

(ii) "Qualifying families" means:

(A) Elderly and/or disabled families; and/or

(B) Families receiving supportive services. PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least

one member receiving at least one qualifying supportive service. A PHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered. If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. If a family in an excepted unit fails without good cause to complete its FSS contract of participation or if the family fails to complete the supportive services requirement as outlined in the PHA administrative plan, the PHA will take the actions provided under § 983.262(d), and the owner may terminate the lease in accordance with § 983.257(c). Also, at the time of initial lease execution between the family and the owner, the family and the PHA must sign a statement of family responsibility. The statement of family responsibility must contain all family obligations including the family's participation in a service program under this section. Failure by the family without good cause to fulfill its service obligation will require the PHA to terminate assistance. If the unit at the time of such termination is an excepted unit, the exception continues to apply to the unit as long as the unit is made available to another qualifying family.

(C) The PHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The PHA administrative plan must state the form and frequency of such monitoring.

(3) *Combining exception categories.* Exception categories in a multifamily housing project may be combined.

(4) *Set-aside for qualifying families.* (i) In leasing units in a multifamily project pursuant to the PBV HAP, the

owner must set aside the number of excepted units made available for occupancy by qualifying families.

(ii) The PHA may refer only qualifying families for occupancy of excepted units.

(c) *Additional, local requirements promoting partially assisted projects.* A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. For example, a PHA may:

(1) Establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building.

(2) Determine not to provide PBV assistance for excepted units, or

(3) Establish a per-project cap of less than 25 percent.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.57 Site selection standards.

(a) *Applicability.* The site selection requirements in paragraph (d) of this section apply only to site selection for existing housing and rehabilitated PBV housing. The site selection requirements in paragraph (e) of this section apply only to site selection for newly constructed PBV housing. Other provisions of this section apply to selection of a site for any form of PBV housing, including existing housing, newly constructed housing, and rehabilitated housing.

(b) *Compliance with PBV goals, civil rights requirements, and HQS.* The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP contract for units on the site, unless the PHA has determined that:

(1) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR part 903 and the PHA Administrative Plan. In developing the standards to apply in determining whether a proposed PBV development

will be selected, a PHA must consider the following:

(i) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(ii) Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

(iii) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;

(iv) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(v) Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(vi) If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;

(vii) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

(2) The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d(4)) and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3629); and HUD's implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).

(3) The site meets the HQS site standards at 24 CFR 982.401(1).

(c) *PHA PBV site selection policy.* (1) The PHA administrative plan must establish the PHA's policy for selection

of PBV sites in accordance with this section.

(2) The site selection policy must explain how the PHA's site selection procedures promote the PBV goals.

(3) The PHA must select PBV sites in accordance with the PHA's site selection policy in the PHA administrative plan.

(d) *Existing and rehabilitated housing site and neighborhood standards.* A site for existing or rehabilitated housing must meet the following site and neighborhood standards. The site must:

(1) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(3) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(4) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(e) *New construction site and neighborhood standards.* A site for newly constructed housing must meet the following site and neighborhood standards:

(1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(2) The site must not be located in an area of minority concentration, except as permitted under paragraph (e)(3) of this section, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(3) A project may be located in an area of minority concentration only if:

(i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration (see paragraph (e)(3)(iii), (iv), and (v) of this section for further guidance on this criterion); or

(ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market area (see paragraph (e) (3)(vi) of this section for further guidance on this criterion).

(iii) As used in paragraph (e)(3)(i) of this section, "sufficient" does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year, that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance in any jurisdiction must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

(iv) Units may be considered "comparable opportunities," as used in paragraph (e)(3)(i) of this section, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.

(v) Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-in-

come minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

(A) A significant number of assisted housing units are available outside areas of minority concentration.

(B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

(C) There are racially integrated neighborhoods in the locality.

(D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.

(E) Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(F) A significant proportion of minority households has been successful in finding units in non-minority areas under the tenant-based assistance programs.

(G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

(vi) Application of the "overriding housing needs" criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a "revitalizing area"). An "overriding housing need," however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect

of circumventing the obligation to provide housing choice.

(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(5) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(7) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

§ 983.58 Environmental review.

(a) *HUD environmental regulations.* Activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58.

(b) *Who performs the environmental review?* (1) Under 24 CFR part 58, a unit of general local government, a county or a state (the "responsible entity" or "RE") is responsible for the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and related applicable federal laws and authorities in accordance with 24 CFR 58.5 and 58.6.

(2) If a PHA objects in writing to having the RE perform the federal environmental review, or if the RE declines to perform it, then HUD may perform the review itself (24 CFR 58.11). 24 CFR part 50 governs HUD performance of the review.

(c) *Existing housing.* In the case of existing housing under this part 983, the RE that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded

from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

(d) *Limitations on actions before completion of the environmental review.* (1) The PHA may not enter into an Agreement or HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until one of the following occurs:

(i) The responsible entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and HUD has given a release of funds, as defined in § 983.3(b);

(ii) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified the PHA in writing of environmental approval of the site.

(2) HUD will not approve the release of funds for PBV assistance under this part if the PHA, the owner, or any other party commits funds (*i.e.*, enters an Agreement or HAP contract or otherwise incurs any costs or expenditures to be paid or reimbursed with such funds) before the PHA submits and HUD approves its request for release of funds (where such submission is required).

(e) *PHA duty to supply information.* The PHA must supply all available, relevant information necessary for the RE (or HUD, if applicable) to perform any required environmental review for any site.

(f) *Mitigating measures.* The PHA must require the owner to carry out mitigating measures required by the RE (or HUD, if applicable) as a result of the environmental review.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.59 PHA-owned units.

(a) *Selection of PHA-owned units.* The selection of PHA-owned units must be done in accordance with § 983.51(e).

(b) *Inspection and determination of reasonable rent by independent entity.* In the case of PHA-owned units, the following program services may not be performed by the PHA, but must be performed instead by an independent entity approved by HUD.

(1) *Determination of rent to owner for the PHA-owned units.* Rent to owner for PHA-owned units is determined pursuant to §§ 983.301 through 983.305 in accordance with the same requirements as for other units, except that the independent entity approved by HUD must establish the initial contract rents based on PBV program requirements;

(2) *Initial and renewal HAP contract term.* The term of the HAP contract and any HAP contract renewal for PHA-owned units must be agreed upon by the PHA and the independent entity approved by HUD. Any costs associated with implementing this requirement must be paid for by the PHA; and

(3) *Inspection of PHA-owned units as required by § 983.103(f).*

(c) *Nature of independent entity.* The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) *Payment to independent entity.* (1) The PHA may compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services.

(2) The PHA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

Subpart C—Dwelling Units**§ 983.101 Housing quality standards.**

(a) *HQS applicability.* Except as otherwise provided in this section, 24 CFR 982.401 (housing quality standards) applies to the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

(b) *HQS for special housing types.* For special housing types assisted under the PBV program, HQS in 24 CFR part 982 apply to the PBV program. (Shared housing, manufactured home space rental, and the homeownership option are not assisted under the PBV program.) HQS contained within 24 CFR part 982 that are inapplicable to the PBV program pursuant to § 983.2 are also inapplicable to special housing types under the PBV program.

(c) *Lead-based paint requirements.* (1) The lead-based paint requirements at § 982.401(j) of this chapter do not apply to the PBV program.

(2) 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.

(d) *HQS enforcement.* Parts 982 and 983 of this chapter 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.

(e) *Additional PHA quality and design requirements.* This section establishes the minimum federal housing quality standards for PBV housing. However, the PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, and any such additional requirements must be specified in the Agreement.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.102 Housing accessibility for persons with disabilities.

(a) *Program accessibility.* The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29

U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA shall ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C.

(b) *Design and construction.* Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

§ 983.103 Inspecting units.

(a) *Pre-selection inspection*—(1) *Inspection of site.* The PHA must examine the proposed site before the proposal selection date.

(2) *Inspection of existing units.* If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with the HQS.

(b) *Pre-HAP contract inspections.* The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

(c) *Turnover inspections.* Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

(d) *Annual inspections.* (1) At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph (c) of this section are not counted toward meeting this annual inspection requirement.

(2) If more than 20 percent of the annual sample of inspected contract units

in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

(e) *Other inspections.* (1) The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

(2) The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS. (Family HQS obligations are specified in 24 CFR 982.404(b).)

(3) In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

(f) *Inspecting PHA-owned units.* (1) In the case of PHA-owned units, the inspections required under this section must be performed by an independent agency designated in accordance with § 983.59, rather than by the PHA.

(2) The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located.

(3) The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA owner.

Subpart D—Requirements for Rehabilitated and Newly Constructed Units

§ 983.151 Applicability.

This Subpart D applies to PBV assistance for newly constructed or rehabilitated housing. This Subpart D does not apply to PBV assistance for existing housing. Housing selected under this subpart cannot be selected as existing housing, as defined in § 983.52, at a later date.

§ 983.152 Purpose and content of the Agreement to enter into HAP contract.

(a) *Purpose of Agreement.* In the Agreement the owner agrees to develop the contract units to comply with the HQS, and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units.

(b) *Requirement.* The PHA must enter into an Agreement with the owner at such time as provided in § 983.153. The Agreement must be in the form required by HUD headquarters (see 24 CFR 982.162).

(c) *Commencement of construction or rehabilitation.* The PHA may not enter into an agreement if commencement of construction or rehabilitation has commenced after proposal submission.

(1) Construction begins when excavation or site preparation (including clearing of the land) begins for the housing;

(2) Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

(d) *Description of housing.* (1) At a minimum, the Agreement must describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the PBV program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant;

(vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing

regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement, as specified in paragraph (c)(i)(viii) of this section.

(vii) Estimated initial rents to owner for the contract units;

(viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications, and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications.

(2) At a minimum, the housing must comply with the HQS. The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, over and above the HQS, and any such additional requirement must be specified in the Agreement.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.153 When Agreement is executed.

The agreement must be promptly executed, in accordance with the following conditions:

(a) *Prohibition of excess subsidy.* The PHA may not enter the Agreement with the owner until the subsidy layering review is completed (see § 983.55).

(b) *Environmental approval.* The PHA may not enter the Agreement with the owner until the environmental review is completed and the PHA has received the environmental approval (see § 983.58).

(c) *Prohibition on construction or rehabilitation.* The PHA shall not enter into the Agreement with the owner if construction or rehabilitation has commenced after proposal submission.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.154 Conduct of development work.

(a) *Development requirements.* The owner must carry out development

work in accordance with the Agreement and the requirements of this section.

(b) *Labor standards.* (1) In the case of an Agreement for development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(2) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(3) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

(c) *Equal opportunity.* (1) *Section 3—Training, employment, and contracting opportunities.* The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR part 135.

(2) *Equal employment opportunity.* The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended (3 CFR, 1964-1965 Comp., p. 339), 11625 (3 CFR, 1971-1975 Comp., p. 616), 12432 (3 CFR, 1983 Comp., p. 198) and 12138 (3 CFR, 1977 Comp., p. 393).

(d) *Eligibility to participate in federal programs and activities.* The Agreement and HAP contract shall include a certification by the owner that the owner and other project principals (including the officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and nonprocurement programs.

(e) *Disclosure of conflict of interest.* The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

§983.155 Completion of housing.

(a) *Completion deadline.* The owner must develop and complete the housing in accordance with the Agreement. The Agreement must specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

(b) *Required evidence of completion—(1) Minimum submission.* At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

(i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and

(ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(2) *Additional documentation.* At the discretion of the PHA, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

(i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and

(ii) An architect's certification that the housing complies with:

(A) HUD housing quality standards;
(B) State, local, or other building codes;

(C) Zoning;
(D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

(E) Any additional design or quality requirements pursuant to the Agreement.

§983.156 PHA acceptance of completed units.

(a) *PHA determination of completion.* When the PHA has received owner notice that the housing is completed:

(1) The PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement.

(2) The PHA must determine if the owner has submitted all required evidence of completion.

(3) If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

(b) *Execution of HAP contract.* If the PHA determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

Subpart E—Housing Assistance Payments Contract

§ 983.201 Applicability.

Subpart E applies to all PBV assistance under part 983 (including assistance for existing, newly constructed, or rehabilitated housing).

§ 983.202 Purpose of HAP contract.

(a) *Requirement.* The PHA must enter into a HAP contract with the owner. With the exception of single family scattered site projects, a HAP contract shall cover a single project. If multiple projects exist, each project shall be covered by a separate HAP contract. The HAP contract must be in such form as may be prescribed by HUD.

(b) *Purpose of HAP contract.* (1) The purpose of the HAP contract is to provide housing assistance payments for eligible families.

(2) The PHA makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.203 HAP contract information.

The HAP contract must specify:

(a) The total number of contract units by number of bedrooms;

(b) Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or

county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

(c) Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

(d) Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;

(e) Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;

(f) Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

(g) The HAP contract term;

(h) The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and

(i) The initial rent to owner (for the first 12 months of the HAP contract term).

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36167, June 25, 2014]

§ 983.204 When HAP contract is executed.

(a) *PHA inspection of housing.* (1) Before execution of the HAP contract, the PHA must inspect each contract unit in accordance with § 983.103(b).

(2) The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the HQS.

(b) *Existing housing.* In the case of existing housing, the HAP contract must be executed promptly after PHA selection of the owner proposal and PHA inspection of the housing.

(c) *Newly constructed or rehabilitated housing.* (1) In the case of newly constructed or rehabilitated housing the

HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion (see §§ 983.155 and 983.156).

(2) In the HAP contract, the owner certifies that the units have been completed in accordance with the Agreement. Completion of the units by the owner and acceptance of units by the PHA is subject to the provisions of the Agreement.

§ 983.205 Term of HAP contract.

(a) *15-year initial term.* The PHA may enter into a HAP contract with an owner for an initial term of up to 15 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 15 years. In the case of PHA-owned units, the term of the initial HAP contract shall be determined in accordance with § 983.59.

(b) *Extension of term.* A PHA may agree to enter into an extension at the time of the initial HAP contract term or any time before expiration of the contract, for an additional term of up to 15 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 15 years. A PHA may provide for multiple extensions; however, in no circumstance may such extensions exceed 15 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term provided that not more than 24 months prior to the expiration of the previous extension contract, the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations described in this paragraph. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the

time of the extension. In the case of PHA-owned units, any extension of the initial term of the HAP contract shall be determined in accordance with § 983.59.

(c) *Termination by PHA—insufficient funding.* (1) The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the PHA in accordance with HUD instructions. For purposes of this section, "sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

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

(d) *Termination by owner—reduction below initial rent.* The owner may terminate the HAP contract, upon notice to the PHA, if the amount of the rent to owner for any contract unit, as adjusted in accordance with § 983.302, is reduced below the amount of the initial rent to owner (rent to owner at the beginning of the HAP contract term). In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36168, June 25, 2014]

§ 983.206 Statutory notice requirements: Contract termination or expiration.

(a) Notices required in accordance with this section must be provided in the form prescribed by HUD.

(b) Not less than one year before termination of a PBV or PBC HAP contract, the owner must notify the PHA

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and assisted tenants of the termination.

(c) For purposes of this section, the term "termination" means the expiration of the HAP contract or an owner's refusal to renew the HAP contract.

(d)(1) If an owner does not give timely notice of termination, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of an owner's inability to collect an increased tenant portion of rent.

(2) An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

[79 FR 36168, June 25, 2014]

§ 983.207 HAP contract amendments (to add or substitute contract units).

(a) *Amendment to substitute contract units.* At the discretion of the PHA and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the PHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

(b) *Amendment to add contract units.* At the discretion of the PHA, and provided that the total number of units in a project that will receive PBV assistance will not exceed 25 percent of the total number of dwelling units in the project (assisted and unassisted), (unless units were initially identified in the HAP contract as excepted from the 25 percent limitation in accordance with § 983.56(b)), or the 20 percent of authorized budget authority as provided in § 983.6, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional PBV contract units in the same project. An amendment to the HAP contract is subject to all PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP con-

tract for the additional units must be the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally placed under HAP contract.

(c) *Staged completion of contract units.* Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

[70 FR 59913, Oct. 13, 2005. Redesignated and amended at 79 FR 36168, June 25, 2014]

§ 983.208 Condition of contract units.

(a) *Owner maintenance and operation.*

(1) The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

(2) The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family.

(3) At the discretion of the PHA, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the PHA (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements may be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

(b) *Remedies for HQS violation.* (1) The PHA must vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The PHA may not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

(2) If the PHA determines that a contract unit is not in accordance with the housing quality standards (or other

HAP contract requirement), the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

(c) *Maintenance and replacement—Owner's standard practice.* Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

[70 FR 59913, Oct. 13, 2005. Redesignated at 79 FR 36168, June 25, 2014]

§ 983.209 Owner responsibilities.

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR 982.452 (Owner responsibilities) applies.

[70 FR 59913, Oct. 13, 2005. Redesignated at 79 FR 36168, June 25, 2014]

§ 983.210 Owner certification.

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

(a) All contract units are in good and tenable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

(b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.

(c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.

(d) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

(e) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any

member of a family residing in a contract unit.

(f) The amount of the housing assistance payment is the correct amount due under the HAP contract.

(g) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

(h) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

(i) The family does not own or have any interest in the contract unit. The certification required by this section does not apply in the case of an assisted family's membership in a cooperative.

(j) Repair work on a project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

[70 FR 59913, Oct. 13, 2005. Redesignated and amended at 79 FR 36168, June 25, 2014]

§ 983.211 Removal of unit from HAP contract.

(a) Units occupied by families whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, shall be removed from the HAP Contract 180 days following the last housing assistance payment on behalf of the family.

(b) If the project is fully assisted, a PHA may reinstate the unit removed under paragraph (a) of this section to the HAP contract after the ineligible family vacates the property. If the project is partially assisted, a PHA may substitute a different unit for the unit removed under paragraph (a) of this section to the HAP contract when the first eligible substitute becomes available.

(c) A reinstatement or substitution of units under the HAP contract, in accordance with paragraph (b) of this section, must be permissible under

§ 983.207. The anniversary and expiration dates of the HAP contract for the unit must be the same as it was when it was originally placed under the HAP contract. The PHA must refer eligible families to the owner in accordance with the PHA's selection policies.

[79 FR 36168, June 25, 2014]

Subpart F—Occupancy

§ 983.251 How participants are selected.

(a) *Who may receive PBV assistance?*

(1) The PHA may select families who are participants in the PHA's tenant-based voucher program and families who have applied for admission to the voucher program.

(2) Except for voucher participants (determined eligible at original admission to the voucher program), the PHA may only select families determined eligible for admission at commencement of PBV assistance.

(3) The protections for victims of domestic violence, dating violence, or stalking in 24 CFR part 5, subpart L, apply to admission to the project-based program.

(4) A PHA may not approve a tenancy if the owner (including a principal or other interested party) of a unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

(b) *Protection of in-place families.* (1) The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.

(2) In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if the family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. (However, the PHA may deny

assistance for the grounds specified in 24 CFR 982.552 and 982.553.) Admission of such families is not subject to income-targeting under 24 CFR 982.201(b)(2)(i), and such families must be referred to the owner from the PHA's waiting list. A PHA shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

(c) *Selection from PHA waiting list.* (1) Applicants who will occupy PBV units must be selected by the PHA from the PHA waiting list. The PHA must select applicants from the waiting list in accordance with the policies in the PHA administrative plan.

(2) The PHA may use a separate waiting list for admission to PBV units or may use the same waiting list for both tenant-based assistance and PBV assistance. If the PHA chooses to use a separate waiting list for admission to PBV units, the PHA must offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list for PBV assistance.

(3) The PHA may use separate waiting lists for PBV units in individual projects or buildings (or for sets of such units) or may use a single waiting list for the PHA's whole PBV program. In either case, the waiting list may establish criteria or preferences for occupancy of particular units.

(4) The PHA may merge the waiting list for PBV assistance with the PHA waiting list for admission to another assisted housing program.

(5) The PHA may place families referred by the PBV owner on its PBV waiting list.

(6) Not less than 75 percent of the families admitted to a PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the PHA waiting list shall be extremely low-income families. The income-targeting requirements at 24 CFR 982.201(b)(2) apply to the total of admissions to the PHA's project-based voucher program and tenant-based voucher program during the PHA fiscal year from the PHA waiting list for such programs.

(7) In selecting families to occupy PBV units with special accessibility

features for persons with disabilities, the PHA must first refer families who require such accessibility features to the owner (see 24 CFR 8.26 and 100.202).

(d) *Preference for services offered.* In selecting families, PHAs may give preference to disabled families who need services offered at a particular project in accordance with the limits under this paragraph. The prohibition on granting preferences to persons with a specific disability at 24 CFR 982.207(b)(3) continues to apply.

(1) *Preference limits.* (i) The preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;

(ii) Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and

(iii) For whom such services cannot be provided in a nonsegregated setting.

(2) Disabled residents shall not be required to accept the particular services offered at the project.

(3) In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project.

(e) *Offer of PBV assistance.* (1) If a family refuses the PHA's offer of PBV assistance, such refusal does not affect the family's position on the PHA waiting list for tenant-based assistance.

(2) If a PBV owner rejects a family for admission to the owner's PBV units, such rejection by the owner does not affect the family's position on the PHA waiting list for tenant-based assistance.

(3) The PHA may not take any of the following actions against an applicant who has applied for, received, or refused an offer of PBV assistance:

(i) Refuse to list the applicant on the PHA waiting list for tenant-based assistance;

(ii) Deny any admission preference for which the applicant is currently qualified;

(iii) Change the applicant's place on the waiting list based on preference, date, and time of application, or other

factors affecting selection under the PHA selection policy;

(iv) Remove the applicant from the waiting list for tenant-based voucher assistance.

[70 FR 59913, Oct. 13, 2005, as amended at 73 FR 72345, Nov. 28, 2008; 75 FR 66264, Oct. 27, 2010; 79 FR 36168, June 25, 2014]

§ 983.252 PHA information for accepted family.

(a) *Oral briefing.* When a family accepts an offer of PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on the following subjects:

(1) A description of how the program works; and

(2) Family and owner responsibilities.

(b) *Information packet.* The PHA must give the family a packet that includes information on the following subjects:

(1) How the PHA determines the total tenant payment for a family;

(2) Family obligations under the program; and

(3) Applicable fair housing information.

(c) *Providing information for persons with disabilities.* (1) If the family head or spouse is a disabled person, the PHA must take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet, including in alternative formats.

(2) The PHA shall have some mechanism for referring to accessible PBV units a family that includes a person with mobility impairment.

(d) *Providing information for persons with limited English proficiency.* The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with obligations contained in Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

§ 983.253 Leasing of contract units.

(a) *Owner selection of tenants.* (1) During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the PHA from the PHA waiting list.

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(2) The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

(3) An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

(b) *Size of unit.* The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.

§ 983.254 Vacancies.

(a) *Filling vacant units.* (1) The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, the PHA must make every reasonable effort to refer promptly a sufficient number of families for the owner to fill such vacancies.

(2) The owner must lease vacant contract units only to eligible families on the PHA waiting list referred by the PHA.

(3) The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

(b) *Reducing number of contract units.* If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

§ 983.255 Tenant screening.

(a) *PHA option.* (1) The PHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening.

(2) The PHA must conduct any such screening of applicants in accordance with policies stated in the PHA administrative plan.

(b) *Owner responsibility.* (1) The owner is responsible for screening and selection of the family to occupy the owner's unit.

(2) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

- (i) Payment of rent and utility bills;
- (ii) Caring for a unit and premises;
- (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;
- (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- (v) Compliance with other essential conditions of tenancy;

(c) *Providing tenant information to owner.* (1) The PHA must give the owner:

- (i) The family's current and prior address (as shown in the PHA records); and
- (ii) The name and address (if known to the PHA) of the landlord at the family's current and any prior address.

(2) When a family wants to lease a dwelling unit, the PHA may offer the owner other information in the PHA possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members.

(3) The PHA must give the family a description of the PHA policy on providing information to owners.

(4) The PHA policy must provide that the PHA will give the same types of information to all owners.

(d) The protections for victims of domestic violence, dating violence, or stalking in 24 CFR part 5, subpart L, apply to tenant screening.

[70 FR 59913, Oct. 13, 2005, as amended at 73 FR 72345, Nov. 28, 2008; 75 FR 66264, Oct. 27, 2010]

§ 983.256 Lease.

(a) *Tenant's legal capacity.* The tenant must have legal capacity to enter a lease under state and local law. "Legal capacity" means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

(b) *Form of lease.* (1) The tenant and the owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

(2) If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form, except as provided in paragraph (b)(4) of this section. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

(3) In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

(4) The PHA may review the owner's lease form to determine if the lease complies with state and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with state or local law.

(c) *Required information.* The lease must specify all of the following:

(1) The names of the owner and the tenant;

(2) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

(3) The term of the lease (initial term and any provision for renewal);

(4) The amount of the tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;

(5) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and

(6) The amount of any charges for food, furniture, or supportive services.

(d) *Tenancy addendum.* (1) The tenancy addendum in the lease shall state:

(i) The program tenancy requirements (as specified in this part);

(ii) The composition of the household as approved by the PHA (names of family members and any PHA-approved live-in aide).

(2) All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

(e) *Changes in lease.* (1) If the tenant and the owner agree to any change in the lease, such change must be in writing, and the owner must immediately give the PHA a copy of all such changes.

(2) The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with § 983.303(c), based on any change in the allocation of responsibility for utilities between the owner and the tenant, and the redetermined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

(f) *Term of lease.* (1) The initial lease term must be for at least one year.

(2) The lease must provide for automatic renewal after the initial term of the lease. The lease may provide either:

(i) For automatic renewal for successive definite terms (e.g., month-to-month or year-to-year); or

(ii) For automatic indefinite extension of the lease term.

(3) The term of the lease terminates if any of the following occurs:

(i) The owner terminates the lease for good cause;

(ii) The tenant terminates the lease;

(iii) The owner and the tenant agree to terminate the lease;

(iv) The PHA terminates the HAP contract; or

(v) The PHA terminates assistance for the family.

(g) *Lease provisions governing absence from the unit.* The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. (PHA termination-of-assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.)

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36168, June 25, 2014]

§ 983.257 Owner termination of tenancy and eviction.

(a) In general, 24 CFR 982.310 applies with the exception that § 982.310(d)(1)(iii) and (iv) do not apply to the PBV program. (In the PBV program, "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose.) 24 CFR 5.858 through 5.861 on eviction for drug and alcohol abuse apply to this part. Part 5, subpart L of 24 CFR, on protection for victims of domestic violence, dating violence, or stalking applies to this part.

(b) If a family resides in a project-based unit excepted from the 25 percent per-project cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

[70 FR 59913, Oct. 13, 2005, as amended at 73 FR 72345, Nov. 28, 2008; 75 FR 66265, Oct. 27, 2010; 79 FR 36169, June 25, 2014]

§ 983.258 Continuation of housing assistance payments.

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to § 983.211.

[79 FR 36169, June 25, 2014]

§ 983.259 Security deposit: amounts owed by tenant.

(a) The owner may collect a security deposit from the tenant.

(b) The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

(c) When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the tenant owes under the lease.

(d) The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

(e) If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

[70 FR 59913, Oct. 13, 2005. Redesignated at 79 FR 36169, June 25, 2014]

§ 983.260 Overcrowded, under-occupied, and accessible units.

(a) *Family occupancy of wrong-size or accessible unit.* The PHA subsidy standards determine the appropriate unit size for the family size and composition. If the PHA determines that a family is occupying a:

(1) Wrong-size unit, or

(2) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit pursuant to paragraph (b) of this section.

(b) *PHA offer of continued assistance.*

(1) If a family is occupying a:

(i) Wrong-size unit, or

(ii) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

(2) The PHA policy on such continued housing assistance must be stated in

the administrative plan and may be in the form of:

(i) Project-based voucher assistance in an appropriate-size unit (in the same project or in another project);

(ii) Other project-based housing assistance (e.g., by occupancy of a public housing unit);

(iii) Tenant-based rental assistance under the voucher program; or

(iv) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

(c) *PHA termination of housing assistance payments.* (1) If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration date of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

(2) If the PHA offers the family the opportunity for another form of continued housing assistance in accordance with paragraph (b)(2) of this section (not in the tenant-based voucher program), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the PHA, and remove the unit from the HAP contract.

[70 FR 59913, Oct. 13, 2005. Redesignated and amended at 79 FR 36169, June 25, 2014]

§ 983.261 Family right to move.

(a) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

(b) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental as-

sistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

(c) Before providing notice to terminate the lease under paragraph (a) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

(d) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

[70 FR 59913, Oct. 13, 2005. Redesignated at 79 FR 36169, June 25, 2014]

§ 983.262 When occupancy may exceed 25 percent cap on the number of PBV units in each project.

(a) Except as provided in § 983.56(b), the PHA may not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap pursuant to § 983.56(a).

(b) In referring families to the owner for admission to excepted units, the PHA must give preference to elderly and/or disabled families, or to families receiving supportive services.

(c) If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received FSS supportive services or any other service as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

(d) A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (i.e., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in the PHA administrative plan

or the remaining members of a family that no longer qualifies for elderly or disabled family status where the PHA does not exercise its discretion under paragraph (e) of this section) must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the project in accordance with § 983.207(a); or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) shall be terminated by the PHA.

(e) The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to count as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualifying family.

[70 FR 59913, Oct. 13, 2005. Redesignated and amended at 79 FR 36169, June 25, 2014]

Subpart G—Rent to Owner

§ 983.301 Determining the rent to owner.

(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.

(2) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

(3) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this section and § 983.302. The rent to owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR in accordance with § 983.302.

(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, the rent to owner must not exceed the lowest of:

(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance;

(2) The reasonable rent; or

(3) The rent requested by the owner.

(c) *Rent to owner for certain tax credit units.* (1) This paragraph (c) applies if:

(i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

(ii) The contract unit is not located in a qualified census tract;

(iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

(iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section.

(2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of:

(i) The tax credit rent minus any utility allowance;

(ii) The reasonable rent; or

(iii) The rent requested by the owner.

(3) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

(4) A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which:

(i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or

(ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(d) *Rent to owner for other tax credit units.* Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.

(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with §983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

(f) *Use of FMRs and utility allowance schedule in determining the amount of rent to owner—(1) Amounts used.* (i) *Determination of initial rent (at beginning of HAP contract term).* When determining the initial rent to owner, the PHA shall use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) *Redetermination of rent to owner.* When redetermining the rent to owner,

the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

(2) *Exception payment standard and PHA utility allowance schedule.* (i) Any HUD-approved exception payment standard amount under 24 CFR 982.503(c) applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the PBV program.

(ii) The PHA may not establish or apply different utility allowance amounts for the PBV program. The same PHA utility allowance schedule applies to both the tenant-based and PBV programs.

(g) *PHA-owned units.* For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with §983.59. The PHA must use the rent to owner established by the independent entity.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36169, June 25, 2014]

§983.302 Redetermination of rent to owner.

(a) The PHA must redetermine the rent to owner:

(1) Upon the owner's request; or

(2) When there is a five percent or greater decrease in the published FMR in accordance with §983.301.

(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to §983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)

(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must

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be submitted in the form and manner required by the PHA.

(3) The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of non-compliance.

(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

(2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except:

(i) To correct errors in calculations in accordance with HUD requirements;

(ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or

(iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with §§ 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

(2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months

from the annual anniversary of the HAP contract.

(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36170, June 25, 2014]

§ 983.303 Reasonable rent.

(a) *Comparability requirement.* At all times during the term of the HAP contract, the rent to the owner for a contract unit may not exceed the reasonable rent as determined by the PHA, except that where the PHA has elected in the HAP contract to not reduce rents below the initial rent under the initial HAP contract, the rent to owner shall not be reduced below the initial rent in accordance with § 983.302(e)(2).

(b) *Redetermination.* The PHA must redetermine the reasonable rent:

(1) Whenever there is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;

(2) Whenever the PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;

(3) Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and

(4) Whenever there is any other change that may substantially affect the reasonable rent.

(c) *How to determine reasonable rent.*

(1) The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units.

(2) In determining the reasonable rent, the PHA must consider factors that affect market rent, such as:

(i) The location, quality, size, unit type, and age of the contract unit; and

(ii) Amenities, housing services, maintenance, and utilities to be provided by the owner.

(d) *Comparability analysis.* (1) For each unit, the PHA comparability analysis must use at least three comparable units in the private unassisted market, which may include comparable

unassisted units in the premises or project.

(2) The PHA must retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.

(3) The comparability analysis may be performed by PHA staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any PHA staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

(e) *Owner certification of comparability.* By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

(f) *Determining reasonable rent for PHA-owned units.* (1) For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with § 983.59, rather than by the PHA. The reasonable rent must be determined in accordance with this section.

(2) The independent entity must furnish a copy of the independent entity determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

[70 FR 59913, Oct. 13, 2005, as amended at 79 FR 36170, June 25, 2014]

§ 983.304 Other subsidy: effect on rent to owner.

(a) *General.* In addition to the rent limits established in accordance with § 983.301 and 24 CFR 982.302, the following restrictions apply to certain units.

(b) *HOME.* For units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program (24 CFR 92.252).

(c) *Subsidized projects.* (1) This paragraph (c) applies to any contract units in any of the following types of federally subsidized project:

(i) An insured or non-insured Section 236 project;

(ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

(iii) A Section 221(d)(3) below market interest rate (BMIR) project;

(iv) A Section 515 project of the Rural Housing Service;

(v) Any other type of federally subsidized project specified by HUD.

(2) The rent to owner may not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program listed in paragraph (c)(1) of this section.

(d) *Combining subsidy.* Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements. See § 983.55.

(e) *Other subsidy: rent reduction.* To comply with HUD subsidy layering requirements, at the direction of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized financing.

(f) *Prohibition of other subsidy.* For provisions that prohibit PBV assistance to units in certain types of subsidized housing, see § 983.54.

[70 FR 59913, Oct. 13, 2005, as amended at 72 FR 65207, Nov. 19, 2007; 79 FR 36170, June 25, 2014]

§ 983.305 Rent to owner: effect of rent control and other rent limits.

In addition to the limitation to 110 percent of the FMR in § 983.301(b)(1), the rent reasonableness limit under §§ 983.301(b)(2) and 983.303, the rental termination provisions of § 983.301(f), the special limitations for tax credit units under § 983.301(c), and other rent limits under this part, the amount of rent to owner also may be subject to rent control or other limits under local, state, or federal law.

Subpart H—Payment to Owner**§ 983.351 PHA payment to owner for occupied unit.**

(a) *When payments are made.* (1) During the term of the HAP contract, the PHA shall make housing assistance payments to the owner in accordance with the terms of the HAP contract. The payments shall be made for the months during which a contract unit is leased to and actually occupied by an eligible family.

(2) Except for discretionary vacancy payments in accordance with § 983.352, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

(b) *Monthly payment.* Each month, the PHA shall make a housing assistance payment to the owner for each contract unit that complies with the HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

(c) *Calculating amount of payment.* The monthly housing assistance payment by the PHA to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

(d) *Prompt payment.* The housing assistance payment by the PHA to the owner under the HAP contract must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

(e) *Owner compliance with contract.* To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

§ 983.352 Vacancy payment.

(a) *Payment for move-out month.* If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). However, the

owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

(b) *Vacancy payment at PHA discretion.* (1) At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner (in the amounts determined in accordance with paragraph (b)(2) of this section) for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

(2) The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

(3) The PHA may make vacancy payments to the owner only if:

(i) The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);

(ii) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

(iii) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

(iv) The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

(4) The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

§ 983.353 Tenant rent; payment to owner.

(a) *PHA determination.* (1) The tenant rent is the portion of the rent to owner

paid by the family. The PHA determines the tenant rent in accordance with HUD requirements.

(2) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

(b) *Tenant payment to owner.* (1) The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance).

(2) The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

(3) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

(4) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for non-payment of the PHA housing assistance payment.

(c) *Limit of PHA responsibility.* (1) The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or for paying any other claim by the owner.

(2) The PHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the owner. The PHA may not make any payment to the owner for any damage to the unit, or for any other amount owed by a family under the family's lease or otherwise.

(d) *Utility reimbursement.* (1) If the amount of the utility allowance exceeds the total tenant payment, the PHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities ("utility reimburse-

ment") and the tenant rent to the owner shall be zero.

(2) The PHA either may pay the utility reimbursement to the family or may pay the utility bill directly to the utility supplier on behalf of the family.

(3) If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

§ 983.354 Other fees and charges.

(a) *Meals and supportive services.* (1) Except as provided in paragraph (a)(2) of this section, the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

(2) In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

(b) *Other charges by owner.* The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

PART 984—SECTION 8 AND PUBLIC HOUSING FAMILY SELF-SUFFICIENCY PROGRAM

Subpart A—General

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- 984.101 Purpose, scope, and applicability.
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- 984.202 Program Coordinating Committee (PCC).
- 984.203 FSS family selection procedures.
- 984.204 On-site facilities.

Instructions to Offerors Non-Construction



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:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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



ILLINOIS HOUSING DEVELOPMENT AUTHORITY

REQUEST FOR APPLICATIONS

Permanent Supportive Housing Development Program

**Round V Application Deadline:
5:00 P.M. on July 20, 2018**

Audra Hamernik
EXECUTIVE DIRECTOR

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
111 EAST WACKER DRIVE, SUITE 1000, CHICAGO, ILLINOIS 60601
(312) 836-5200 TDD (312) 836-5222

www.ihda.org

**Request for Applications
Permanent Supportive Housing Development**

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Section 1: Definitions

Applicant – shall mean the Sponsor that has applied for funds pursuant to this Request for Applications. The Applicant includes all individuals and entities of which the Owner is comprised.

Application – shall mean an entire set of required and requested documents, in electronic form, as prescribed in this Request for Applications and submitted by an Applicant to the Authority.

Area Median Income – shall mean the median income of the county or the metropolitan statistical area in which the project is located, adjusted for family size, as such adjusted income and median income for the area are determined from time to time for purposes of Section 8 of the United States Housing Act of 1937.

Authority – shall mean the Illinois Housing Development Authority (IHDA).

Board – shall mean the Members of the Authority's governing body, appointed by the Governor of Illinois.

Funding Agreement – shall mean the document that outlines the terms and conditions of a funding award.

Members – shall mean the duly appointed Board members of the Authority.

Owner – shall mean the duly formed, validly existing, single purpose entity, organized under the laws of the State of Illinois, or any other state, that is awarded funds for a Project pursuant to this Request for Applications and which owns or will own the Project. The Owner shall be owned or controlled by the Sponsor.

Participant – shall mean a member of the Project's development team, including Sponsor, general contractor, architect, and property manager.

Permanent Supportive Housing – shall mean a Project with a preference or restriction for Supportive Housing Populations that includes supportive services that helps people live stable, successful lives. Supportive services must be appropriate to the needs and preferences of residents, available either on-site or closely integrated with the housing, the acceptance of which is not a condition of tenancy.

Project – shall mean an existing or proposed qualified project, which satisfies, or will satisfy, all of the requirements of this Request for Applications and the Authority.

Regulatory Agreement – shall mean a document that outlines the terms of the thirty (30) period during which a Project must comply with the occupancy restrictions (both income and rent) and amenities represented in the Project's Application.

Site – shall mean a parcel of land on which the Project will be developed, described by a unique legal description which will be encumbered by the Regulatory Agreement. A Project may consist of multiple Sites.

Sponsor – shall mean a duly formed, validly existing entity, organized under the laws of the State of Illinois, or any other state, that is applying for funds for a Project pursuant to this Request for Applications. The Sponsor shall own or control the Owner of the Project. Project consultants and other like professionals shall not be considered as Sponsors.

Statewide Referral Network (SRN) – shall mean a statewide referral process that links Supportive Housing Populations with available Statewide Referral Network Units. The Statewide Referral Network is a collaboration between the Authority, the Illinois Department of Human Services, the Illinois Department on Aging, the Illinois Department of Healthcare and Family Services, and local social service providers. Households referred through the Statewide Referral Network process may or may not be in need of long-term social services. It is expected that referrals in-need of on-going social services will have them arranged by the referring service provider.

Statewide Referral Network Units (SRN Units) – shall mean units set aside for households earning at or below 30% AMI, which are headed by Supportive Housing Populations and referred through a statewide referral network. At minimum, every Project funded pursuant to this Request for Applications must set-aside 10% of total units as Statewide Referral Network (SRN) Units.

Supportive Housing Populations – shall mean households headed by persons with disabilities and households that are homeless or at-risk of homelessness who need access to supportive services in order to maintain housing.

Website – shall mean <http://www.ihda.org>.

Permanent Supportive Housing Development Program Overview

The Illinois Housing Development Authority (the Authority) has created the Permanent Supportive Housing (PSH) Development Program to increase housing options for households headed by persons with disabilities and households that are homeless or at-risk of homelessness. In addition, the PSH Development Program will provide a minimum number of units in each funded Project that will support the State's efforts to rebalance the long-term care of persons currently living in institutions.

The PSH Development Program will offer flexibility to accommodate a range of development types, including acquisition, new construction, redevelopment of vacant units, or adaptive reuse of non-residential properties.

This PSH Development Program Request for Applications (RFA) is for smaller developments that because of their size are not a good fit for the Low Income Housing Tax Credit (LIHTC) program. Therefore, only Projects with twenty five (25) or less units are eligible to apply under this RFA. Developments with an allocation of Low Income Housing Tax Credits (LIHTC) or contemplating use of the LIHTC are not eligible Applicants under this RFA.

The implementation of the PSH Development Program will rely on expertise and established procedures currently in place at the Authority for application intake, review, underwriting, and project completion.

A. What is Supportive Housing?

Supportive housing helps people live stable, successful lives through a combination of affordable, permanent housing and supportive services, appropriate to the needs and preferences of residents, either on-site or closely integrated with the housing. Supportive housing serves individuals and families who are homeless, at risk of homelessness, and/or have disabilities, and who require access to supportive services in order to maintain housing.

The housing and services needs of persons with disabilities and households that are homeless or at-risk of homelessness are diverse, supporting the need for a range of housing options with services available, whether on-site or community-based; however, all PSH should adhere to the following principles:

1. Supportive housing is affordable, safe and decent. The tenant typically pays not more than 30% of household income towards rent and utilities
2. The supportive housing tenant has a standard lease or similar form of occupancy agreement that adheres to normal conditions of tenancy. Acceptance of services is not a condition of tenancy. Regardless of who fills the roles of supportive services provider, property owner and manager, the rights of tenants should be protected through the delineation of separate functions of services provision and property management.
3. There are no limits on a person's length of tenancy in supportive housing as long as they abide by the conditions of the lease or agreement. Tenants are supported in their

efforts to achieve their individualized goals, which may include eventually moving to other housing settings.

B. Eligible Activities

At minimum, every Project funded pursuant to this RFA must set-aside at least 10% of total units as SRN Units, defined herein as units set-aside for households earning at or below 30% AMI which are headed by persons with disabilities and referred through a Statewide Referral Network.

Eligible activities under the PSH Development Program include but are not limited to:

- Acquisition of currently vacant units or buildings to offer newly available PSH units;
- Modification of currently vacant units or buildings to achieve full accessibility for persons with disabilities and offer newly available PSH units;
- Rehabilitation of currently vacant units or buildings to offer newly available PSH units;
- New construction of units or buildings that include PSH units.

The Authority welcomes creative models that will help meet a diverse array of PSH needs. Projects may offer PSH units in a range of settings, including but not limited to:

- **Scattered-Site PSH Projects** – a collection of scattered-site PSH units within or detached from several sites, in which links to community-based services are coordinated; may include but is not limited to the acquisition of several condominiums within a building or buildings in which the other units in the building(s) are not part of the PSH Project;
- **Projects with Integrated PSH units** – affordable or mixed-income buildings that include some PSH units, in which links to community-based services are coordinated, and in which some limited supportive services may be offered to tenants on-site;
- **Single Site PSH Projects** – one-site Projects in which the majority of units are filled by Supportive Housing Populations, and which offer both a broad array of on-site services and links to community-based services.

Only Projects with twenty five (25) or less units are eligible to apply under this RFA. Developments with an allocation of LIHTC or contemplating use of the LIHTC are not eligible Applicants under this RFA. Supportive Living Facilities are not eligible for funding under this RFA. The Authority reserves the right to restrict the number of age restricted properties funded under this RFA

Only Projects that demonstrate readiness to move forward with financing and development will be considered, as evidenced by meeting Mandatory application criteria described in Section 3.

C. Eligible Applicants

Non-profit, for-profit, and joint-venture developers are eligible to apply for funds under the PSH

Development Program. PSH development and operation requires knowledge and skill sets that may not currently exist in full at any one organization. Projects that build on the strengths of several organizations, including development partners will be accepted. The roles, responsibilities, and capacity (including financial capacity) of each entity will be analyzed. In cases where the source of funding is the National Housing Trust Fund, eligible applicants must meet all Authority Standards including standards set out in 24 CFR 93.2 for the National Housing Trust Fund

D. Types of Funding

The Authority will evaluate the viability of each Project, then determine which Authority administered funding source or sources are eligible and most appropriate. The amount of funding to be awarded will not exceed the amount necessary to make the Project financially feasible, as determined by the Authority. The Authority may add or remove costs as deemed necessary to support the development and operation of the Project.

Potential Authority administered programs that will be evaluated for award by the Authority include, but are not limited to, the Illinois Affordable Housing Trust Fund Program, the HOME Investment Partnerships Program, the National Housing Trust Fund Program, the Build Illinois Bond Program, the Illinois Affordable Housing Tax Credit Program and the Financing Adjustment Factor Program.

The Authority reserves the right to select the funding source. One or more of the aforementioned funding sources may not be available or appropriate. All funding awards, including the amount of the award and the funding source, remain subject to the final approval of the Authority's Board.

Applicants should consult with an accountant to explore any potential tax consequences for an award of funds. Applicants should be aware that each funding source has its own set of rules and regulations.

E. Income Restrictions

At minimum, every Project funded pursuant to this RFA must set-aside at least 10% of total units as SRN Units. Any additional 30% AMI units that are not defined as SRN Units are also eligible for funding pursuant to this RFA.

While Projects with unrestricted and/or non-PSH units are eligible and encouraged to apply, funds awarded pursuant to this RFA will be allocated in a manner proportional to the number of SRN and 30% AMI units created. In practice, this means that Projects with units that do not fall into the SRN or 30% AMI category must identify other sources to cover the proportion of total development costs attributable to those units.

Each Project funded under this RFA will be required to execute at initial closing a Regulatory Agreement which outlines the terms of the thirty (30) year compliance period during which a Project must comply with the occupancy restrictions (both income and rent) and amenities

represented in the Project's Application. Further, each Project funded through the PSH Development Program must comply with the requirements imposed by its most restrictive funding source. To the extent that specific funding sources are already committed or requested, Applicants must demonstrate the ability to comply with the most restrictive requirements.

F. Target Populations

At minimum, all Projects that receive any amount of funding through the PSH Development Program must target a minimum of 10% of units for SRN Units. Exceeding the minimum number of SRN Units, and/or offering additional 30% AMI units not subject to the Statewide Referral Network is encouraged.

All Projects must be disability-neutral unless a committed or anticipated capital or operating subsidy source requires disability-specific targeting. Examples of this include, but are not limited to: Housing Opportunities for Persons with HIV/AIDS (HOPWA) and Illinois Department of Human Services Bridge Subsidy. In practice, this means that unless otherwise dictated by another committed capital or operating subsidy source, units must be open to households headed by persons with any type(s) of disability who otherwise meet Project-specific screening criteria.

G. Priority Activities

As reflected in Section 4: Application Scoring Criteria, priority will be given to Projects that:

- Leverage other capital funding sources;
- Offer operating or project-based rental assistance;
- Exceed the minimum number of SRN Units;
- Provide units for at-risk veterans;
- Exceed the minimum level of accessibility that is required by applicable law(s) and inclusion of Universal Design principals;
- Incorporate principles of green design; and
- Offer access to public transit and desirable neighborhood amenities.

Section 2: Application Submission and Evaluation Process

A. Application Submission

Applications are accepted on-line through the Multifamily portal at <https://mfportal.ihda.org>. Applications will not be accepted in paper form. Please direct any questions to multifamilyfin@ihda.org.

In order to submit your Application, you must first request an account for the MF Portal at <https://ppa.ihda.org/>. Please allow three business days to receive your login information to access the MF Portal. If you have not received your account information within three business days, please reach out to mfportalhelp@ihda.org.

All Application materials are available on the Website. The Application deadline is July 20, 2018 at 5:00 P.M.

B. Public Notice by the Authority

The Authority will send public notice letters to public officials and agencies as notification that an Application for funding has been received by the Authority, and to request comments. The notices will be sent to the following public officials of the area in which the Project is to be located: (1) the County Board Chair, Mayor or chief local elected official; (2) the Illinois General Assembly members; and (3) the US Congressional Representative and US Senators.

The Authority's public notice requires that any written comments be sent to the Authority and the Applicant within 30 days. The Applicant is required to respond in writing to all comments received and to submit copies of all correspondence to the Authority.

C. Evaluation of Applications

Applications will be evaluated in the following manner:

1. **Complete Application** – The Application must be received by the designated Application deadline and will be reviewed for completeness. This includes the following:
 - Submission of all required, completed Application forms and supporting documentation;
 - Inclusion of appropriate signatures on all necessary documents; and
 - Payment of non-refundable Application fee.

If the Authority finds that the Application is not complete, then it reserves the right to reject the Application and notify the Applicant with stated reason(s) for denial.

2. **Mandatory Criteria** – If the Authority determines that the Application is complete, then it will be reviewed to determine if the Project meets the mandatory requirements set forth in the Mandatory Requirements section below.
3. **Scoring Criteria** – If an Application has met all of the Mandatory Requirements, then the Application will be reviewed and assigned a score based on the categories set forth in the Scoring Criteria section below.

Section 3: Mandatory Application Criteria

The Permanent Supportive Housing Development Program Application Checklist that corresponds with the outline below is available on the Website and MUST be completed and submitted with the Application. All Application materials are available on the Website.

A. PSH Application Certification

All Applications must include a signed PSHD Program Application Certification Organizational Chart Identity of Interest form, found on the Website which provides a written certification that the Project will:

- Take actions to affirmatively further fair housing;
- Give preferential treatment to persons on the Public Housing Authority (PHA) waiting list(s) and make on-going efforts to request that the PHA make referrals to the Project, or request that the PHA include relevant information about the Project on any listing the PHA makes available to persons on its waiting list(s);
- Minimize involuntary displacement of low-income households;
- Set-aside at least 10% of total units as SRN Units, defined in this RFA as units set-aside for households earning at or below 30% AMI, which are headed by persons with disabilities and referred through a statewide referral network; and
- Be willing to accept future State-administered operating subsidy or project based rental assistance, should it become available, on units that are not already subject to a rental assistance contract. Certification of this willingness will not be required of those with already-committed rental or operating assistance for 100% of units. This assistance would likely be limited to a maximum of 30% of units within a given Project, would likely be reserved for households referred through a statewide referral network, and may be targeted to Projects located in specific areas of the State based on need.

The Authority intends to seek all sources of operating subsidy or rental assistance that are currently available or may become available in the future, and may wish to target any assistance identified to Projects that serve priority populations. Such assistance may include but is not limited to Section 811 Project Rental Assistance Program, the Long-Term Operating Support Program, or the Illinois Division of Mental Health Bridge Subsidy Program.

Such assistance cannot be assumed to be available to support the Project's operating budget at the time of application through the PSH Development Program. Any referrals made through the Statewide Referral Network would have

to meet the same tenant selection criteria applicable to all other prospective tenants of the Project.

B. Multifamily Fee Payment Form and Non-refundable Application Fee

All Applications must include a completed Multifamily Fee Payment Form and a copy of the check for payment of the non-refundable Application fee. The Multifamily Fee Payment Form can be found on the Website. The Application fee is listed on the form. All fees must be sent to:

Illinois Housing Development Authority Receipts and Fees
26411 Network Place
Chicago, IL 60673-1264

C. The Authority's Common Application

All Applications must include a completed Common Application (Excel and PDF file formats required). This form can be found on the Website.

D. Letter of Support OR Certification of Consistency with Consolidated Plan

All Applications must include a letter of support OR a certification of consistency with the Consolidated Plan for the Project. In cases when a letter of support is withheld, a description of the efforts to obtain a letter of support must be included in the Application.

1. Letters of Support

The Application must include a letter of support from the chief elected official of all municipalities in which the Project is located. For Projects located in the City of Chicago, a letter of support from the alderman of all wards in which the Project is located is acceptable. Letters of support must be addressed to the Authority and specifically endorse the Project.

2. Certification of Consistency with Relevant Consolidated Plan

All Projects must evidence consistency with the consolidated plan for the jurisdiction in which the Project is located.

For Projects located in a county or municipality covered by a consolidated plan, the Application must include a certification of consistency with the consolidated plan. The certification of consistency with the consolidated plan must be completed and signed by the jurisdiction covered by the consolidated plan. All Projects that are funded with National Housing Trust Fund will also be evaluated by the Authority for consistency with Illinois' Consolidated Plan.

For Projects located in a county or municipality covered by a consolidated plan where a certification of consistency with the consolidated plan is withheld the Application must include a description of the efforts to obtain the certification with the consolidated plan, and, if applicable, respond to any concerns regarding the Project.

For Projects located outside a county or municipality covered by a consolidated plan, the Application must include a written request for the Authority to review the Project for consistency with the State consolidated plan.

For a list of counties or municipalities covered by a consolidated plan please go to the Website.

3. Letters of Support: Withheld

Applications for Projects that are unable to obtain a letter of support from the chief elected official or Chicago alderman must include a description of the efforts to obtain the letter of support and, if applicable, respond to any concerns regarding the Project.

The Authority will review the documentation, as well as any additional letters of support, and may waive this requirement.

Failure to obtain a letter of support due to timing issues will not be an acceptable reason for this documentation missing from the Application.

E. Project Narrative

All Applications must include a Project narrative that includes:

- Amount of funding requested
- Number of total units in the Project
- Number of SRN units proposed
- Number of non-SRN 30% AMI units proposed
- If the Application is for an existing development, applicant must describe all existing use restrictions, restrictive funding sources, and submit a current rent roll that includes the unit size, household size, household income and current rent.

Applicants are encouraged to provide as much detail and background information about the Project as possible. Detailed information will assist the Authority in determining whether there is adequate market demand for the Project in terms of unit mix and rental structure; the Project is located in an area with a shortage of PSH units; and the Project is located in an environment that will meet the needs of the tenants.

F. Neighborhood Characteristics and Amenities Map

All Applications must include a neighborhood characteristics and amenities map that clearly delineates the location of the Project along with characteristics and amenities within a one (1) mile radius. In addition, the Application must include a table referencing each desirable activity identified on the map and stating the type of activity or characteristic identified and the address. Please see Application Scoring Criteria Section H for examples of desirable

activities.

G. Site Control

All Project Sites must be identified in the Application. Projects consisting of multiple sites must satisfy Site control requirements for all Sites.

The Application must include all of the following:

- 1) A map showing the location(s) of the Site(s);
- 2) Aerial photograph(s) of the Site(s) with the location(s) of the Project clearly marked, and surrounding uses clearly visible; and
- 3) Evidence of Site control which can only be demonstrated as follows:
 - A fee simple interest in the Site in the name of the Sponsor or Owner; or
 - A fully executed, binding agreement with a term ending no sooner than six (6) months after the Application deadline, signed by both the Sponsor or Owner and the seller for the purchase of the Site; or
 - A fully executed, binding agreement with a term ending no sooner than six (6) months after the Application deadline, signed by both the Sponsor or Owner and the seller for the long term lease of the Site with a lease term of at least ninety-nine (99) years; or
 - A fully executed, binding agreement with a term ending no sooner than six (6) months after the Application deadline, signed by both the Sponsor or Owner and the seller of the Site evidencing land and/or building donation;
 - When the Site is owned by a governmental entity, a letter of intent, with a term ending no sooner than six (6) months after the Application deadline, shall be issued to the Sponsor or Owner by the governmental entity to sell, donate, or enter into a long term lease of the Site. The sale or lease price of the Site(s); and
 - Legal description of the Site(s); and
 - Expiration date for purchase option(s), purchase agreement(s), or letter(s) of intent.

H. Zoning

All Applications must include evidence that the Project Site is currently zoned for its proposed use. For a scattered-Site Project, the Application must include evidence that each parcel is currently zoned for its proposed use. Evidence of appropriate zoning can only be demonstrated through ONE of the following:

- 1) A valid building permit; or

- 2) A letter of zoning certification from the local zoning administrator (or chief elected official in localities without a zoning administrator) identifying the Project and containing all of the following:
- The location of the Project Site (e.g. address or street crossings); and
 - The current zoning designation or statement that the community does not have zoning; and
 - A description of the Project (including number of units, proposed use, and whether it is new construction, rehabilitation, or both); and
 - A statement that the current zoning, if applicable, is appropriate for the proposed Project and no zoning variation requests are pending that would alter this zoning.

In cases where the Project will be approved through a Planned Development or Planned Unit Development (“PUD”) process, the Authority may consider an exception to the requirement that the current zoning be appropriate for the proposed Project on a case-by-case basis. In order to be considered for such an exception, the Application must include a letter from the local zoning administrator (or chief elected official in localities without a zoning administrator) identifying the Project and containing ALL of the following:

- The location of the Project Site (e.g. address or street crossings); and
- A description of the Project (including number of units, proposed use, and whether it is new construction, rehabilitation, or both); and
- A written explanation of the PUD approval process; and
- Evidence the PUD process has been initiated; and
- Evidence of which stage in the PUD approval process the Project has reached; and
- Evidence satisfactory to the Authority that the PUD will be reviewed in a timely manner.

Sufficient evidence of progress for PUD approval to satisfy the zoning requirement may include, but is not limited to, the local planning body’s recommendation of approval to the entity with authority to approve the PUD, such as the town council or board of trustees. The PUD must be approved prior to funding consideration by Board.

I. *PSH Environmental Checklist*

The Application must include a completed PSH Environmental Checklist which can be found on the Authority Website. If funded, the Authority will require as a condition of closing a Phase I environmental site assessment covering all Sites completed within one (1) year prior to the Application deadline according to the Authority’s Standards for Environmental Reviews and Professionals available on the Website, including all appendices. If a Phase II is available, it may be submitted along with the Phase I. In addition, a narrative explanation of any identified Recognized Environmental Condition (REC) should be submitted. The explanation must include how these conditions will be addressed and a breakdown of any associated costs. Any associated costs must be included in development budget. The Authority reserves the right to

require an environmental contingency as well as modify the construction scope based on a review of the explanation.

J. Site Physical Information

1. 1% Floodplain or Floodway

The Application must include a Federal Emergency Management Agency (“FEMA”) floodplain map covering the Project area with the boundary of all Sites clearly delineated.

FEMA floodplain maps can be obtained from the FEMA website.

If any portion of a Site is located within the 1% floodplain or floodway, the Application must include one or both of the following as applicable:

- **Rehabilitation**

Projects proposing the rehabilitation of existing buildings on Sites within the 1% floodplain or floodway must submit a Site plan that clearly indicates all of the following:

- The FEMA determined elevation of the floodplain or floodway; and
- The elevation of the lowest floor level in the existing buildings; and
- The location of the existing buildings; and
- Evidence that the Site is enrolled or is eligible to enroll in the National Flood Insurance Program.

Note: Projects involving the rehabilitation of existing buildings on Sites located in the 1% floodplain or floodway will ONLY be permitted if the lowest existing floor elevation of each building in the floodplain is at least six (6) inches above the FEMA designated floodplain elevation.

- **New Construction**

Projects proposing new construction on Sites within the 1% floodplain or floodway must submit a Site plan that clearly indicates all of the following:

- The FEMA determined elevation of the floodplain or floodway; and
- The elevation of the lowest floor level in the proposed buildings; and
- The location of the proposed buildings.

Buildings must be situated outside the floodplain and any Project contemplating additional federal resources will be required to subdivide the Project Site from the affected land or obtain a Conditional Letter of Map Amendment or Revision from FEMA demonstrating the Site is eligible for reclassification out of the floodplain.

2. Wetlands

The Application must include a U.S. Fish and Wildlife Service (“USFWS”) National Wetlands Inventory map for the Project area with the boundary of all Sites clearly delineated.

USFWS wetland inventory maps can be obtained from the USFWS website.

If any portion of a Site contains wetlands, or if the Project may impact wetlands, the Application must include one of the following:

- A Letter of No Objection from the U.S. Army Corps of Engineers, or
- A wetlands permit from the U.S. Army Corps of Engineers

3. Mining

The Application must include an Illinois State Geological Survey (“ISGS”) mining map for the Project area with the boundaries of all Sites clearly delineated.

ISGS mining maps can be obtained from the ISGS website.

If any Site is in or near an area the ISGS identifies as affected by mining, the Application must include the following:

- The quadrangle study (if available) or the county mine map completed by the ISGS for the area in which the Site is located with the boundary of the Site clearly delineated; and
- Information indicating the depth of the mine, the type of mining that was performed, and the year that mining ceased; and
- An opinion from a qualified geotechnical engineer as to whether or not the Site will be impacted by the mining; and
- If the Site will be impacted by mining, evidence of the Project’s ability to obtain mine subsidence insurance.

K. Architectural Requirements

All Projects must meet the requirements contained in the Authority’s Standards for Architectural Planning and Construction. The Standards for Architectural Planning and Construction are available on the Website.

1. Architectural Standards, Universal Design, and Amenities Certification

The Application must include the Architectural Standards, Universal Design, and Amenities Certification signed by a licensed architect acting as the Project’s Architect of Record. The Certification provides written confirmation of accessibility codes and Fair Housing Act requirements (if any) applicable to the Project. The Certification also provides written

confirmation and identification of specific Project features which meet minimum code requirements.

a. Architectural Standards

All Projects must will comply with the Authority's Standards for Architectural Planning and Construction including:

- All minimum green design requirements as specified in the Standards for Architectural Planning and Construction Section 14.00 – Green Criteria, including submission of the Utility Release Form prior to closing; and
- All applicable Federal and State accessibility laws and / or as specified in the Standards for Architectural Planning and Construction Section 8.00 – Accessibility Standards, including:
 - At least ten percent (10.0%) of the total units in the Project are designed for persons with mobility impairments, as defined in ICC/ANSI 117.1-2003 most current version, Section 1002 Accessible Units; and
 - At least two percent (2.0%) of the total units in the Project are designed for persons with sensory impairments (not less than one unit), as defined in ICC/ANSI 117.1-2003 most current version, Section 1005 Sensory Impaired Units

It is expected all new construction Projects shall meet the requirements listed above. The Authority understands the challenges represented by rehabilitation when providing for accessibility, and expects each Project to meet the minimum requirements for accessibility.

If, for any reason, a rehabilitation Project anticipates challenges meeting the applicable accessibility code requirements due to acceptable definitions within the code, such as elements being technically infeasible, structurally impracticable, etc., a written request defining the Project related challenges must be provided in the Application for evaluation. This request must specify the following items:

- Identification of the applicable accessibility code(s) of the Project;
- The specific exemption being sought, and the applicable code section allowing exemption;
- A description as to why the exemption applies; and
- Narrative and cost analysis of any alternatives explored to provide code required elements.

The Authority reserves the right to reject any request not including any of the items listed.

The Authority will review the request and either approve it as written, provide a conditional approval, or reject the request and require full code compliance with all expenses incurred by the Owner.

Any request submitted for a rehabilitation Project under this provision are also subject the following conditions:

- A minimum of 10% of the units must be provided with accessible elements, “to the greatest extent possible” with the measures taken to meet this standard defined in the request;
- The minimum level of adaptable units as defined by the Illinois Accessibility Code must be provided;
- Units approved under any exemption may not be identified as “Accessible Units” under the details tab of the Common Application; and
- Units approved under any exemption will not be allowed to be included as “Accessible Units” For scoring purposes.

b. Universal Design

Universal Design, as defined by the Center of Universal Design, is “the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialization.” The Authority recognizes the need to create housing including Universal Design features while maintaining aesthetics and affordability.

The Authority views Universal Design not as a building code or standard, but rather as a set of features that should integrate seamlessly into the design of a dwelling unit, providing market appeal and possibility for residents to age in place. Whether applied to standard units or units designed under an accessibility code, the challenge of Universal Design is to produce as normal and appealing an outcome as possible

Universal Design is not a safe harbor for other required accessibility codes, but it should be utilized as a supplement to any code requirements. To truly award Projects willing to provide Universal Design elements above the code, the Authority requires each Application to first identify all code required elements, and provide five additional items not required by code in 100% of the units. As such, the Application must identify any and all Universal Design principles to be integrated into the unit design. Any Applications seeking an exception to this requirement must provide a detailed narrative discussing why Universal Design features cannot be provided. The Authority will review the submitted narrative and approve or deny it at its sole discretion.

c. Amenities

The Application must include Project amenities as specified in the Standards for Architectural Planning and Construction Section 7.00 – Design and Planning. In addition, a minimum of five (5) additional amenities selected from the list below must be incorporated in the Project and identified on Architectural Standards, Universal Design and Amenities Certification.

The Authority encourages creativity and dual function design and, therefore, it is possible for a single amenity to qualify as more than one option in the following list.

i. Exterior Project Related Amenities

- Secured bicycle parking (minimum of eight (8) slots per twenty five (25) units)
- Two (2) picnic tables and one (1) grill for every twenty-five (25) units
- Outdoor entertainment space such as an outdoor theater and gazebo with available seating
- Looped walking paths or connected sidewalks through the entire Project
- Dedicated visitor parking in addition to code or Authority required parking total of at least 3 spaces or 5% of unit count, whichever is greater.
- An equipped sports court (volleyball, tennis, basketball, etc.) for every 100 units
- On-site car sharing
- Garden plots / designated community garden area with a minimum of 15 square feet per unit
- Upgraded landscaping, including one tree planted on-site for every ten units. The landscaping must adhere to Section 14.2 of the Standards for Architectural Planning and Construction, and be 100% native and adaptive plantings/landscaping

ii. Interior Project Related Amenities

- Resident storage space is 25% greater than the minimum requirement
- Computer room equipped with one (1) computer for every fifteen (15) units
- Green Roof with available seating or other community activity area available on the roof
- Exercise / fitness center with at least one (1) machine per fifteen (15) units
- Trash and/or recycling disposal chutes
- Dedicated recycling area within the Project
- Community room meeting Authority standards
- Community kitchen with counter seating
- Community TV room, theater or gaming room
- At least one additional common room in conjunction with a community room for an identified activity (i.e. billiards room, arts & crafts room, game room, dining room, etc.)
- Dog walking area
- Library / reading room
- Hair salon
- Health and wellness center
- Laundry rooms on each residential floor

iii. Project Unit Related Amenities

- Storage space is 25% greater than the minimum requirement
- Residential units are 15% larger than the minimum requirement
- Kitchen pantry in every kitchen
- Free internet access in each unit
- Free cable or satellite television service in each unit
- Walk-in closets available in at least one bedroom of every unit (including studio/efficiency units)
- Security camera at all entrances
- Facility wide security camera system
- 9'-0" ceilings in all units
- Washer and dryer in every unit
- Entire Project contains Non-smoking units
- Energy Star-rated dishwasher in every unit
- Microwave oven in every unit
- Energy Star-rated ceiling fan with switched light fixture in every living room and bedroom
- Screen doors on all exterior doors
- Porch / patio / balcony for each unit

2. Preliminary Architectural Plans and Specifications

The Application must include preliminary architectural plans and specifications that include all of the following:

- Cover sheet with development title, development team, drawing index, building areas and code information; and
- Dimensioned floor plans, including square footage, for all unit and building types, with room designations and proposed finishes; and
- Typical wall sections
- Exterior elevations for all building types with material notations matching those defined within the scoping document discussed below.
- A Site plan showing the placement and orientation of buildings, parking areas, sidewalks, easements, setbacks, trash dumpsters, buffers, storm water detention, required site amenities, and significant natural features.
- Preliminary landscape plan
- Certification of Project Scope, signed by the Architect and Sponsor.

The Certification of Project Scope must include a written description of the full Project scope. Items to be included, but not limited to, in this document are:

- Outline specifications indicating all materials selected and/or defined performance criteria (i.e. windows, doors, hardware, drywall, exterior materials, floor and wall finishes, etc.);
- Definition of structural systems to be modified/installed as part of the Project;
- Programmatic description of the proposed furniture, fixtures, and equipment items;
- Definition of the Project’s sustainability strategy in the form of a certification checklist, energy model or detailed description of elements provided and their expected impact consistent with the level of points requested in the Application;
- Written description of HVAC system to be installed; and
- Definition of any/all other unique scoping items included in the Project.

3. Projects Involving Rehabilitation

All Projects involving any rehabilitation of existing structures must comply with the following requirements.

i. Physical Needs Assessment

The Application must include a Physical Needs Assessment (“PNA”) completed according to the Authority’s Standards for PNA and based on the existing conditions of the property.

ii. Minimum Rehabilitation Standards

At a minimum, the proposed rehabilitation work must address all items identified as “Critical” or “Immediate” in the PNA.

Items identified in the PNA as five (5) to seven (7) year needs in current rehabilitation work may be completed as part of the current construction scope of work, or adequate reserves may be budgeted to ensure these items will be completed within timeframes identified in the PNA.

The Application must include a detailed explanation of any and all construction cost variances existing between the development budget and PNA. The Authority reserves the right to modify the construction scope based on a review the explanation.

L. Historic Preservation Checklist

All Projects must meet the requirements of the National Historic Preservation Act and the Illinois State Historic Resources Protection Act as determined by the Illinois Historic Preservation Agency (“IHPA”). Note that this requirement is required by State Statute and applies to **ALL** Projects regardless of their Project type, location, or historic nature. The Application must include the Historic Preservation Checklist found on the Website and all required attachments OR an IHPA review letter specific to the Project and inclusive of all sites for multisite projects.

M. Construction Cost Breakdown

The Application must include:

- The Construction Cost Breakdown forms completed by a qualified contractor, Architect of Record, or construction cost consultant. Construction Cost Breakdown form is located in the Common Application, available on the Website.
- A detailed explanation of all construction cost variances existing between the Construction Cost Breakdown and Physical Needs Assessment (“PNA”), if applicable.

In cases where there is an Identity of Interest between a Sponsor and Project general contractor; between a Sponsor and the Project architect; or between the Project architect and Project general contractor; the Construction Cost Breakdown must be completed by an independent third-party construction cost estimation firm according to the Authority’s Standards for Construction Cost Estimating available on the Website.

For rehabilitation Projects, Construction Cost Breakdown will be evaluated along with the PNA to ensure that all necessary items are addressed. If the scope of work is deemed insufficient by the Authority, the Application may fail the mandatory review.

N. Development Team Capacity

The Authority will evaluate the Development Team’s capacity to successfully complete and manage the Project.

Applications must include the following for the Authority to evaluate the experience and capacity of the development team:

1. Organizational Chart

The Application must include a full organizational chart reflecting all entities within the proposed Owner down to individuals including percentages of ownership using the PSHD Program Application Certification Organizational Chart Identity of Interest form on the Authority’s Website.

2. Identity of Interest Certification

The Application must include a completed the PSHD Program Application Certification Organizational Chart Identity of Interest form for the Sponsor. The form is available on the Authority’s Website

3. Development Team Certifications

The Application must include certifications for the proposed owner, general contractor, property manager, and architect, inclusive of all pending, under construction, or completed Projects in any state, including their present status and expected completion date. The Development Experience Certification forms are available on the Authority’s Website

4. Unacceptable Practices

The Authority may deny any Project in which any Participant in the Development Team has failed to demonstrate ongoing proficiency with affordable and supportive housing programs. The Applicant may include in the Application an explanation of the circumstances surrounding the unacceptable practice and the roles of each of the Participants. Examples of unacceptable practices include but are not limited to:

1. A Participant is affiliated with existing developments which have been cited for material and/or continuing, but curable, noncompliance. Material noncompliance exists when a party exhibits a continual pattern of noncompliance, or when a party demonstrates an inability or an unwillingness to resolve noncompliance in a timely manner.
2. A Participant (including any affiliates) has experienced any events of foreclosure or failed to perform under the terms of a workout agreement over the past three (3) years.
3. A Participant (including any affiliates) has declared bankruptcy over the past three (3) years.
4. Any Participant (including any affiliates) has a mortgage default or arrearage of three months or more within the last three (3) years.
5. A Participant that has failed to pay any fee or expense due to the Authority, including outstanding compliance monitoring fees in the past three (3) years.
6. Any liens or other claims exist against property owned by Owner (including any affiliates) for which the Owner has failed to resolve a public filing such as a lien or a judgment.
7. The Owner (including any affiliates) has been debarred or received a limited denial of participation in the past three (3) years by any federal or state agency from participating in any development program.
8. A Participant that has materially misrepresented facts on any request for Authority resources.

O. *Statewide Referral Network Agreement*

All Application must include submit a draft Statewide Referral Network Agreement. The agreement form can be found on the Website.

P. *Financial Feasibility*

All Applications must demonstrate that the Project is financially feasible. The following is a description of the areas, along with expected limits, which will be evaluated in order to determine financial feasibility.

1. Overall Limits

- **General Contractor Fees**

The general conditions, overhead, and profit in a general contractor's budget are limited to a combined fourteen percent (14%) of trade payments & Site work as calculated in the Authority's Common Application.

- **Architect and Civil Engineering Fees**

Fees for architectural services and civil engineering are subject to the limits contained in the Authority's Standards for Architectural Planning and Construction, as amended and found on the Website.

- **Development Costs**

The Authority will evaluate the acquisition and construction costs for reasonableness taking into consideration the project type, location, and scope of work based on the Authority's past experience with similar projects and similar locations. All successful Applicants may be required to submit an appraisal prior to funding consideration by the Members of the Authority's Board.

- **Construction Contingency**

Development budgets must include hard cost construction contingencies to cover unforeseen construction cost increases. The contingency **must** be sized as a percentage of the construction contract, as calculated in the Authority's Common Application, according to the following:

- New-Construction: 5%
- Rehabilitation (vacant residential, adaptive reuse, or modifications): 10%

- **Total Award**

The amount of PSH Development Program funding to be allocated will not exceed the amount necessary to make the project financially feasible, as determined by the Authority. Please note that PSH Development Program funds will be allocated in a manner proportional to the number of PSH units located within the Project. For example, if PSH Development Program funds are expected to comprise 25% of the Project's sources, then at least 25% of the Project's units must be PSH.

- **Developer Fee**

A Project's developer fee may not exceed the lesser of five-hundred thousand (\$500,000) or 10 percent (10%) of the Project's grand total development cost net of the following: total developer fee, reserves, syndication costs, and interim costs, as calculated in the Common Application.

Developer fee includes all of the following which shall not appear elsewhere in the Project budget:

- Consultant fees
- Construction management fees
- Architectural and civil engineering fees in excess of the Authority's fee limits

- Developer overhead fees
- Any additional fees related to direct assistance provided to the Sponsor or Owner in conjunction with the completion of the Application or construction of the development.
- Developer fees are limited to the amount contemplated at the time of a Conditional Allocation. Developer Fee will be paid by the Authority on the following schedule:
 - 20% at initial closing
 - 20% at 50% at construction completion
 - 40% at Certificate of Occupancy
 - 20% at Final Closing

2. Project Income

- **Unit Rents**

The proposed gross residential unit rents for the Project, including any utility allowances, must be reasonable for the market area and must not be in excess of ninety-five percent (95%) of any rent limits imposed by any committed or proposed financing source, program, or other requirement. Rent and income limits for 2016 can be found on the Authority's Website

- **Rental Assistance**

Any Project that includes residential income generated as a result of a rental or operating assistance contract must clearly identify the portion of the rent paid by the tenant.

All assumptions regarding the funding and renewal of rental assistance contracts must be clearly identified. The Authority will review and determine the suitability of all assumptions regarding the funding and renewal of rental assistance contracts on a case-by-case basis.

In the event a rental assistance contract pays a rent in excess of 95% of the gross unit rent limit, the Application must demonstrate how the Project will remain financially feasible throughout the 30-year compliance period in the event the rental assistance contract is terminated.

- **Additional Residential Income**

Additional sources of residential rental income are limited to laundry, and vending income. Applications reflecting income from these sources must describe all assumptions regarding the calculation of this income.

- **Commercial Income**

Applications that include any sources of commercial income must include a detailed description of any assumptions related to the commercial income and copies of any existing leases or letters of intent to occupy commercial space. The Authority will review and determine the suitability of all assumptions regarding commercial income on a case-by-case basis. Commercial income will be underwritten at a fifty percent (50%) vacancy rate. PSH Development Program funds may not be used to pay for construction or operation of commercial space, so these costs must be broken out separately in the development and operating budgets.

3. Utility Allowances

All Projects that include tenant-paid utilities must submit current documentation fully detailing the average per-unit utility expenses incurred by utility type on a monthly basis. The utility allowance must be appropriate for the unit size, utilities covered, and Project location.

Projects that include gas or electric heat must differentiate heating expenses from other gas and electric expenses. Non-essential utilities including telephone, cable television, internet access, etc., are excluded from the utility allowance.

Current utility allowance information **must** be provided by the governing public housing authority for the county where the Project is located or through the submission of a utility survey covering one (1) full year that is representative of each unit type within the Project.

4. Income to Expense Ratio

Applications must demonstrate the Project can maintain a minimum income to expense ratio (the ratio of a Project's net operating income to its operating expenses), after any contemplated debt service, of 1.15:1.00, excluding cash flow notes, for a minimum of fifteen (15) years.

Projects whose cash flow reflects income to expense ratios of less than 1.15:1.00 must capitalize operating or debt service reserves and detail how payouts from these reserves will maintain the minimum income to expense ratios through a cash flow statement reflecting annual payouts from the reserve.

5. Cash Flow

All Applications must demonstrate the Project can maintain annual cash flow (if applicable, after debt service) of at least \$100 per unit per year for a minimum of fifteen years.

4. Third Party Studies

Projects must budget \$5,000 to \$25,000 for third party studies. At the Authority's sole discretion, any or all of the following may be required: a construction cost estimate, a

market study, environmental studies beyond a phase I, an appraisal, a cost certification, and such other third party studies as the Authority may require.

5. Environmental Remediation

If it is expected that a Project Site(s) will require remediation, the development budget must include both an environmental remediation line item to cover the scope of the remediation, and an environmental remediation contingency line item in the amount of ten percent (10%) of the remediation costs.

6. Reserves

The Authority will review the Project's reserves in order to determine its long-term viability. Project reserves must be reflected in the Application, and a narrative must be provided to explain assumptions regarding the calculation of the following:

- **Replacement Reserves**

All Projects must capitalize a per unit replacement reserve of \$800 per unit in the development budget and fund ongoing per unit annual replacement reserves of \$400 per unit from operations.

- **Real Estate Tax Reserves**

All Applications must budget adequate real estate tax reserves to pay real estate taxes during the construction period plus an amount equal to fifty-five percent (55%) of the estimated annual real estate taxes in the first year of Project operations. In addition, the operating budget must have adequate annual cash flow to capitalize an annual real estate tax reserve sufficient to pay the Project's real estate taxes in the following year.

All Applications must include evidence of how construction period real estate taxes and operations period real estate taxes were determined.

All Applications assuming a real estate tax abatement for any period of time, must detail any assumptions associated with the abatement including all of the following: the calculation of real estate taxes before, during, and after the abatement; and the anticipated date the abatement becomes effective; and the length of the abatement.

- **Insurance Reserves**

All Applications must budget adequate insurance reserves to pay insurance during the construction period plus an amount equal to 105% of the estimated annual insurance expenses in the first year of Project operations. In addition, the operating budget must have adequate annual cash flow to capitalize an insurance reserve sufficient to pay the Project's insurance in the following year.

- **Operating Reserves**

All Applications must include an operating reserve sufficient to cover all Project operational costs including administrative, management, payroll, maintenance, utilities, taxes, insurance, and debt service payment for at least four (4) months.

- **Other Reserves**

The Authority will review all other Project reserves including, but not limited to, marketing/leasing, debt service, operating, and furniture, fixtures and equipment, in order to evaluate their sufficiency and reasonableness. Projects including these reserves must also include a description with all of the following:

- i. how the Project will benefit from the reserves;
- ii. why the reserves are necessary;
- iii. who (if anyone) is requiring them;
- iv. who will hold them;
- v. what is the process for releasing the reserves;
- vi. is there a requirement the reserves be replenished; and
- vii. if there is a requirement that reserves be replenished, what is the source of funds for replenishment.

The Authority will not allow social service reserves to be funded through this RFA.

7. Authority Fees

An asset management fee of \$50 per unit must be included in the Project budget.

8. Operating Expenses

Annual per unit operating expenses must be adequate and reasonable for the Project type, location, and population served.

Per unit annual operating expenses, excluding taxes, reserves, resident services, and debt service, as calculated by the Common Application, are expected to fall within the ranges found on the Website by Project type and Set-Aside.

In order to substantiate a deviation from the expected ranges the Application must include supplemental documentation with additional detail about specific expenses. The Authority will review and determine the suitability of operating expenses outside of expected ranges on a case-by-case basis.

9. Trending Factors

The Project must demonstrate it remains financially feasible for a minimum of fifteen (15) years utilizing the following cash flow trending factors:

- Annual Increase in real estate taxes: 4%
- Annual Increase in operating expenses: 3%
- Annual Increase in income: 2%

In order to substantiate a deviation from the listed trending factors, the Application must include supplemental documentation such as an approved real estate tax abatement. The Authority will review and determine the suitability of trending factors outside the expected ranges on a case-by-case basis.

10. Residential Vacancy Rates

The Project must demonstrate it remains financially feasible for a minimum of fifteen (15) years utilizing an annual economic vacancy rate, for the residential portion of the Project, of 10%.

In order to substantiate a deviation from the required vacancy rate, the Application must include supplemental documentation. The Authority will review and determine the suitability of any other vacancy rates on a case-by-case basis.

11. Evidence of Project Financing

All Applications must reflect adequate sources of financing in order to complete the Project, including any contemplated grant or loan financing from the Authority. Any Application that does not reflect adequate sources will fail the mandatory review.

All Applications must evidence all Project financing sources including debt, grants, and Tax Credit equity through executed acknowledgment letter(s) from all lender(s) and/or grantor(s). Each acknowledgment letter must contain evidence that, as of the Application deadline date, the Application is either still under consideration or has been approved.

If, during the Authority's review of the Application, the Applicant is notified that another Project financing source has been denied, the Applicant will be allowed fourteen (14) business days from the date of the denial notice to provide a revised financing plan. If not provided, the Application will be determined to be financially infeasible and will fail the mandatory review.

All Applications must demonstrate that Project underwriting is in compliance with the requirements associated with all Project financing sources.

- **Debt Sources**

For any debt source, the executed acknowledgment letter(s) must contain all of the following terms:

- i. The amount of the loan,
- ii. The length of the loan term, which must be at least fifteen (15) years,
- iii. The amortization period of the loan,
- iv. The interest rate (and any terms and conditions regarding adjustments),

- v. The expected monthly or annual debt service payment, and
- vi. Any financing fees associated with the debt source.

If debt financing is to be obtained through a mortgage broker or banker, the executed acknowledgment letter must be from the actual lender.

- **Grant Sources**

For any grant source, the executed acknowledgment letter(s) must contain the amount of the grant, when the grant will be available as a source to the Project, and any outstanding requirements to be met prior to grant availability.

- **Tax Credit Equity Sources**

For any tax credit equity source, the executed acknowledgment letter(s) must contain the amount of tax credit equity available to the Project, the proposed net cent rate per tax credit dollar, and the proposed equity pay-in schedule. This section refers only to IAHTC and Historic Tax Credits. Developments with an allocation of or contemplating the use of LIHTC are not eligible applicants under this RFA.

Section 4: Application Scoring Criteria

Projects that pass all mandatory application requirements will be scored on the following items, and ranked according to total score. Points will be awarded based solely on the information submitted in the Application. The Authority reserves the right to verify information submitted in the Application.

The Authority may deny points if the correct forms or required information for each scoring category are not submitted, or if information available to the Authority negates a claim for points. The Applicant's commitment to various scoring criteria shall be binding and shall be incorporated into a Regulatory Agreement.

All Applications must include a completed Permanent Supportive Housing Development Program Self Scoring Form which is available on the Website.

A. Leveraging Other Capital Funding Sources

Projects that leverage Authority resources will be awarded up to twenty five (25) points based on the amount of leveraged resources as a percentage of total funding sources in the Project's development budget.

Leveraged resources under this category are defined as funds provided by a non-Authority source. Leveraged resources do **NOT** include deferred developer fees; the equity generated from the sale of Authority-allocated Illinois Affordable Housing Tax Credits (also known as state donation tax credits); equity bridge loans; or any non-market rate Authority-administered sources, such as HOME funds or Affordable Housing Trust Funds.

All leveraged resources must be reflected in the Project budget and be available during the Project's construction period to pay for expenses reflected in the development budget. Only sources allocated to uses that fall within the Project's Site boundaries will be considered for financial leveraging.

In Projects where the leveraged resource is a contribution of direct financial assistance from an area employer that is otherwise not participating in the development of the Project, the assistance must be in the form of an unsecured loan giving no foreclosure rights to the employer or a grant giving no recapture rights to the employer.

In Projects where the acquisition is financed in whole or in part through a seller's note, the amount of the seller's financing will not be considered a leveraged resource under this category.

Projects will be awarded points based on the following criteria:

Leveraged Resources as Percentage of Total Project Sources	Points
30.1% or more	25
20.1-30%	15
10-20%	5

B. Firm Commitment of Operating or Rental Assistance

Projects that provide project-based rental or operating assistance will be awarded up to twenty five (25) points based on the number of units assisted and the length of committed assistance. Rental assistance will be considered project-based if it is tied to the units rather than to the tenants. Points will only be awarded if the rental assistance ensures tenants pay no more than thirty (30%) percent of their income towards rent and utility expenses combined.

Sponsors seeking points in this category must submit documentation evidencing a current rental assistance contract or a commitment to provide rental assistance. Projects with a current rental assistance contract must submit a copy of the fully executed contract in the Application. Projects with a rental assistance commitment must provide a commitment letter in the Application that includes all of the following: a) the maximum household income; b) the total number of units assisted; and c) the length of the rental assistance contract.

When the U.S. Department of Housing and Urban Development (HUD) is providing the rental assistance, the commitment letter must be from HUD. Illinois Division of Mental Health Bridge Subsidy Program commitment letters must be from the Illinois Department of Human Services or the Illinois Division of Mental Health, and Project Based Housing Choice Voucher Conversion and Public Housing Authority Annual Contribution Contracts must be from the executive director of the relevant Public Housing Authority. Developer funded rental assistance is not eligible for points under this category.

For Projects where the term of the rental assistance contract is five (5) years or greater, points will be awarded as follows:

Percentage of Units Assisted	Points for 10+ Year Commitment	Points for 5 Year to 9 Year and 11 Month Commitment
75.1% or more units	25	15
50.1-75% of units	20	10
10.1-50% of units	15	7
1-10% of units	10	5

C. Additional SRN Units

All Projects must target a minimum of 10% of units to 30% AMI households headed by persons with disabilities which are referred through a State referral network, referred to herein as the SRN Units. Up to ten (10) points will be awarded to Projects that exceed the minimum number of SRN Units.

SRN Units within Permanent Supportive Housing Projects	Points
20.1% or more of Total Units are SRN Units for 30% AMI Households	10
10.1-20% of Total Units are SRN Units for 30% AMI Households	5

Projects that are awarded points under this category must reflect the total number of SRN Units in their submitted Common Application.

D. Universal Design

Projects identifying Universal Design elements to be provided within the architectural design in excess of code required Universal Design features plus five additional items defined in the Mandatory Section, as evidenced through submission of the Architectural Standards, Universal Design and Amenities Certification available on the Website, can earn up to fifteen (15) points as follows:

Universal Design Features Beyond Code Requirements	Points
Projects which select Ten (10) additional Universal Design items beyond code requirements in 50% of units	10
Projects which select ten (10) additional Universal Design items beyond code requirements in 100% of units	15

E. Green Design and Energy Efficiency

Projects whose architectural design and construction meet or exceed green initiative standards, evidenced through submission of the Green Initiatives Certification, available on the Website, can earn up to five (5) points as follows:

Points	Green Initiative
1	<ul style="list-style-type: none"> • Commit to obtaining EPA Energy Star certification -or- • Minimum 10% improvement for new construction (5% for rehab) above ASHRAE 90.1 2010 proven by a completed energy model, -or- • HERS rating of 75 or lower
2	Commit to obtaining a sustainable building certification from one of the following: <ul style="list-style-type: none"> • U.S. Green Building Council LEED certification -or- • Enterprise Green Communities 2015 certification -or- • ICC 700 National Green Building Standard certification
5	Meet minimum standards in the Authority Standards for Architectural Planning and Construction indicated for Energy Efficiency and Green Criteria; and Commit to obtaining a sustainable building certification from one of the following: <ul style="list-style-type: none"> • Passive House Certification through PHiUS or PHI -or- • Certification through Living Building Challenge -or- • Alternative certification for a high performance building achieving 'Net Zero Capable' status as approved by the Authority.

F. F. Access to Transportation

Project may earn up to ten (10) points for access to transportation. **Points in this category are cumulative.**

Projects will be awarded five (5) points for transit-oriented development if the proposed Project is located in close proximity to fixed-route public transportation, excluding inter-city transportation. "Close proximity" will be defined as being within a half (.5) mile radius. Transportation routes and distance to the Project Site must be identified on a map submitted with the Application along with a current schedule for the routes being considered.

Projects will be awarded five (5) points if served by publicly available Dial-A-Ride modes of transportation that are at a minimum available between Monday and Friday from 8:00 a.m. to 6:00 p.m. The Applicant must include a letter from the Dial-A-Ride provider stating all of the following:

1. The Project is located within the service area of the Dial-A-Ride; and
2. The Dial-A-Ride service is, at a minimum, available between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday.

G. Coordination with Veterans Administration

Projects providing housing which is coordinated with veteran's services can earn up to five (5) points as follows:

Points	Scoring Threshold
3	Coordination with veteran's services, through local Department of Veterans Affairs Supportive Services for Veterans Families (SSVF) awardees, local Illinois Veteran Service Officer or U.S. Department of Veterans Affairs
5	Coordination with veteran's services through local Department of Veterans Affairs Supportive Services for Veterans Families (SSVF) awardees, local Illinois Veteran Service Officer or U.S. Department of Veterans Affairs -AND- commitment of federal, state, or local project based rental assistance, including U.S. Department of Veteran's Affairs Supportive Housing (VASH) vouchers

Evidenced through submission of all the following:

- 1) Coordination with Veteran's Services Certification, available on the Website; and

2) Written confirmation from local Department of Veterans Affairs Supportive Services for Veterans Families (SSVF) awardees, local Illinois Veteran Service Officer or U.S. Department of Veteran's Affairs detailing:

- How coordination will occur with Project; and
- What services are provided; and
- What funding source is used to pay for these services; and
- The capacity of the organization to provide services to any Project tenants.

A list of Department of Veterans Affairs Supportive Services for Veterans Families (SSVF) awardees can be found on the Website.

The Illinois Department of Veterans Affairs listing and map of locations can be found at

[https://maps.google.com/maps/ms?ie=UTF8&hl=en&msa=0&msid=103591904087477906918.00046209f7e7827b062e2&ll=40.245992,-89.362793&spn=5.382338,16.962891&z=6&dg=feature.](https://maps.google.com/maps/ms?ie=UTF8&hl=en&msa=0&msid=103591904087477906918.00046209f7e7827b062e2&ll=40.245992,-89.362793&spn=5.382338,16.962891&z=6&dg=feature)

The US Department of Veterans Affairs [can be found at](http://www.va.gov/directory/Guide/state.asp?dnum=ALL&STATE=IL)

Applications for Projects that are unable to obtain written confirmation from local Department of Veterans Affairs Supportive Services for Veterans Families (SSVF) awardees, local Illinois Veteran Service Officer or U.S. Department of Veteran's Affairs but have made efforts to obtain such written confirmation should include a description of the efforts used to obtain Veteran's Services for the Project. The Authority will review the documentation and may award points to Projects that have made best efforts.

3) Commitment for federal, state, or local project based rental assistance, or from the U.S. Department of Veteran's Affairs Supportive Housing (VASH) vouchers that includes:

- The maximum percentage of Area Median Income; and
- The total number of units assisted by unit type; and
- The length of the rental assistance commitment; and
- The contract rent by unit type.

H. Neighborhood Characteristics and Amenities

A maximum of five (5) points will be awarded in this section based on the proximity of desirable activities and characteristics to the Project Site.

One (1) point will be awarded for each desirable activity/characteristic in the vicinity of the Project.

A map must be submitted indicating the specific location of all desirable in the vicinity of the Project. At a minimum, the map must include the Project Site location including area roadways, and indication of distances in 1/4 mile increments. In addition, the Application must include a table referencing each desirable activity identified on the map and stating the type of activity or characteristic identified and the address.

Please include color photographs of the desirable activities.

For scattered Site Projects, the perimeter of the noncontiguous parcels shall serve as the boundary of the proposed Project Site from which the distance for determining the location of the desirable and undesirable activities and characteristics shall be measured.

1. Desirable Activities

In order for a Project to receive desirable activity/characteristic points, only activities and/or characteristics which are located within one (1) mile of the proposed Site will be considered.

Applicants may only score one (1) point in each of the different categories. Each activity will be assigned to only one category. For desirable characteristics that are under construction, consideration will be given and points may be awarded to active construction Sites where the new structures are above ground at the time of Application.

Desirable activities/characteristics may include, but are not limited to, the following categories:

- Retail stores (includes clothing stores, department stores, etc.)
- Federally insured banking institutions (ATMs are not eligible for points)
- Recreational facilities / public parks / civic centers
- Grocery stores (only full service grocery stores are eligible for points)
- Day care services (must be licensed)
- School(s)
- Libraries (no school libraries accepted)
- Restaurants
- Hospital / Health clinic
- Doctor's office (general practitioners or specialists appropriate for population served)
- Pharmacy
- Religious institutions
- Governmental service office, including fire, police, city hall or post office

All Projects that pass mandatory will be subject to a Site visit to confirm that there are no adjacent activities that would have a negative impact on the population(s) to be served.

Section Five: Post-Award Requirements

If the Members of the Authority approve the Application, a conditional commitment letter (“Commitment”) will be issued to the Applicant specifying the terms and conditions upon which the Authority will award and fund the Project. If the Applicant does not satisfy the terms and conditions of the Commitment in the Authority’s sole and absolute discretion, within the time frame specified therein, the funds will not be awarded and will be withdrawn. If the Applicant satisfies the terms and conditions of the Commitment in the Authority’s sole and absolute discretion within the time frame specified therein, the funds will be awarded as provided in the Commitment.

Among the requirements in the Commitment will be signature and delivery by the Applicant of the following documents to be provided by the Authority, including without limitation:

(i) Funding Agreement, (ii) Regulatory Agreement, (iii) Recapture Agreement, and in cases where National Housing Trust Fund is the source of funds, (iv) a certification that the Sponsor shall comply with all National Housing Trust Fund Regulations.

Aside from certain costs associated with preparing a successful Application (for example, physical needs assessments), no Project costs may be incurred prior to closing of the award and funding of the Project. Closing shall be at such time as the applicant satisfies the terms and conditions of the Commitment as determined by the Authority in its sole and absolute discretion.

Applicants must agree to comply with all applicable Federal and State of Illinois requirements, such requirements may have significant impact on the costs and complexity of the Project.

Applicants are expected to be familiar with the full range of all legal and statutory compliance requirements applicable to the funds awarded, and to obtain all necessary information and advice so that they can comply with such requirements. The following is a brief, but not complete, summary of certain aspects of the major compliance requirements.

A. Approval of Final Plans and Specifications

The Authority’s Architectural Services Department must approve the complete final architectural plans and specifications for the Project. The complete plans and specifications must incorporate all mandatory requirements, as well as any scoring criteria for which the Project received points. In addition to the Project plans and specifications, the following documents will be required:

- A copy of the Illinois Architectural Registration Certificate for the design firm and/or the sole proprietor; and
- An Architect’s Error and Omissions Certificate of Insurance; and
- The ALTA/ACSM Land Title Survey; and
- If determined by the Authority to be applicable, a soils boring report describing the subsurface exploration, analysis relative to mining hazards and geotechnical recommendations for the Site or a Site specific certified letter from the architect regarding the suitability of soils.

B. Environmental Assessment

Unless federal funds are present, the Authority will determine in its sole discretion the scope of the environmental studies and, if applicable, the scope of remediation that may be required for one or more of the Projects. If a Project Site(s) will require remediation, the development budget must include both an environmental remediation line item to cover the scope of the remediation, and an environmental remediation contingency line item in the amount of ten percent (10%) of the remediation costs.

If federal funds are awarded, a determination will be made as to whether an environmental clearance from HUD will be required. If such clearance is required, the Applicant may not undertake, or commit any funds to, physical or choice-limiting actions, including property acquisition, demolition, tenant relocation, rehabilitation, conversion, repair or construction prior to receipt of environmental clearance from HUD.

C. Excluded Parties

The Excluded Parties List System (EPLS) includes information regarding entities that have been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The Authority will check all names of all Participants against the EPLS found at www.epls.gov. The Authority may rescind a conditional approval of a funding award if a Participant appears on EPLS.

D. Labor Standards

The Authority will implement labor standards on demolition, construction, and rehabilitation Projects. In instances when a Project utilizes only non-federal funds, the Authority must ensure the Project abides by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). In instances where the Project utilizes federal funds from the Authority, the Authority must ensure the Project complies with Davis Bacon and Related Acts (DBRA). Federal Regulations can be found in part from the Code of Federal Regulations (Title 29 CFR, parts 1,3,5,6 and 7). If a loan or grant from another source requires a Project to comply with the Davis-Bacon Act, 40 USC 276a et seq., the requirements of the other source will prevail.

Use of federal funds in Projects that consist of **eight (8) or more units** triggers DBRA. Use of federal funds in Projects that consist of **seven (7) or less units** will trigger Illinois Prevailing Wage Act requirements. The Authority's Davis Bacon Compliance Guide can be found on the Website.

E. Fair Housing

Fair housing is otherwise known as equal housing opportunity. Federal, state, and various local laws legally define fair housing and identify specific protected classes, based on documentation of past patterns of discrimination. The term protected class is used in U.S. anti-discrimination law to describe groups of people who are protected from discrimination and

harassment. The following descriptors characterize members of protected classes, as defined by federal and Illinois State laws.

- Federal: race, color, religion, national origin, sex, handicap or disability, and familial status.
- State of Illinois (includes federal plus the following): marital status, age, ancestry, military status, unfavorable military discharge, sexual orientation, and gender identity. One additional category, citizenship status, is protected for employment opportunity but not for housing.

1. Fair Housing Act of 1968 as amended in 1988 (“Fair Housing Act”)

Title VIII of the Civil Rights Act of 1968, also known as the Fair Housing Act, prohibits discrimination based on race, color, religion, national origin, sex, familial status, or disability and requires landlords to make reasonable accommodations and modifications for tenants with disabilities.

The Fair Housing Act requires the Secretary of HUD to administer housing and development programs and activities that “affirmatively further” (actively support and encourage) fair housing. Participants must undertake specific activities to affirmatively further equal opportunity and fair housing, and must assure all activities and services are accessible to persons with disabilities.

12. Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

Section 504 prohibits discrimination in federally-funded programs. For a federally-assisted new construction housing Project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

For federally-financed housing rehabilitation Projects that result in substantial alteration, the new construction provisions of 24 CFR 8.22 (equivalent to that described above) will apply. Alterations are considered substantial if they are undertaken to a property that has fifteen (15) or more units and the cost of the alterations is 75% or more of the replacement cost of the completed facility.

If the subject property has fewer than fifteen (15) units or the cost of alterations is less than 75% of the replacement cost of the completed facility and the recipient has not made 5% of its units in the project accessible to and usable by individuals with disabilities, then the requirements of 24 CFR 8.23(b) - Other Alterations apply.

13. The Americans with Disabilities Act of 1990 (“ADA”)

The ADA prohibits discrimination on the basis of disability in government-funded programs, including housing programs (Title II), as well as public accommodations (Title III) which means that rental offices, homeless shelters, and other on-site business locations used by the public, including common areas of public/assisted housing, must be accessible to persons with disabilities.

14. *Olmstead v. L.C.*, 527 U.S. 581 (1999)

Olmstead v. L.C. found that persons with disabilities have a right to receive their services in the most integrated setting according to their needs and desires. The following Guidance on *Olmstead* and how it relates to housing has been released by HUD and the U.S. Department of Justice:

<http://portal.hud.gov/hudportal/documents/huddoc?id=OlmsteadGuidnc060413.pdf>

http://www.ada.gov/olmstead/q&a_olmstead.htm

15. Illinois Human Rights Act

The Illinois Human Rights Act provides equal access to residential housing choices regardless of race, color, religion, sex, age, handicap or disability, familial status, national origin, marital status, ancestry, military status, unfavorable military discharge, sexual orientation, or citizenship status.

F. Section 3 and Minority-and Women-Owned Business Enterprises

Projects will comply with Section 3 of the Housing and Urban Development Act of 1968 if an awarded loan or grant from a funding source triggers such requirement. In addition, hiring practices shall comply with any applicable Illinois or Federal requirements, including but not limited to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

G. Management Documents

All Projects will prepare a tenant selection plan, management plan, management agreement, affirmative fair housing marketing plan, and sample lease to be reviewed and approved by the Authority. At the Authority’s discretion, some Projects may be required to provide a marketing plan and marketing agreement, and, if the Project involves the acquisition of existing condominiums or homes, a plan to engage and gain the support of any existing condominium or homeowner associations.

H. Regulatory Period

Projects will be required to execute a Regulatory Agreement with the Authority, whereby the Owner shall agree to maintain unit affordability, and serve the targeted populations, for a minimum 30-year period.

I. Reporting and Monitoring

The Authority will assess property and unit condition, compliance with affordability and targeting requirements, and financial stability through submission of audits.

A. SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled ‘Statement of Section 3 Compliance’ how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

SECTION 3 CLAUSES

- 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 labour organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labour 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).

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.

9. SMALL BUSINESS PARTICIPATION

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

Yes No N/A

10. 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	\$ _____	_____ %

11. WOMEN-OWNED BUSINESS PARTICIPATION

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

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	\$ _____	_____ %

MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

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 Number

Fax Number

Email Address

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).

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:

Name of MBE/WBE: _____

Address: _____

Contact Person: _____ **Phone:** _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____ %

Affidavit of Subcontractor attached? Yes No *

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

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

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

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 Affidavits 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.

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:

Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____%

Affidavit of Subcontractor attached? Yes No *

Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____%

Affidavit of Subcontractor attached? Yes No *

Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____%

Affidavit of Subcontractor attached? Yes No *

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 Affidavits 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.

Summary of MBE/WBE Firms Proposed

MBE Direct Participation

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:

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: _____

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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

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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.

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- 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

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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

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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 %

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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	%

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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>

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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)

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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.

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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:	

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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	

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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	

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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
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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 _____