Philadelphia Housing Authority
Building Beyond Expectations

3100 PENROSE FERRY RD | P215.684.4000
PHILADELPHIA, PA 19145 | www.PHA.PHILA.GOV

RFP Number: **P-004403**
Date of Issuance: **05/12/2014**
Proposal Due Date: **06/12/014**

To Prospective Offerors:

The Philadelphia Housing Authority ("PHA" or the "Authority") is hereby requesting proposals for:
Project Based Vouchers

The Philadelphia Housing Authority (PHA) is organized under the laws of the Commonwealth of Pennsylvania to develop, acquire, lease and operate low-rent housing programs. PHA is the largest housing agency in the Commonwealth, and the fourth largest in the Nation. The Authority has approximately 81,000 residents in 34 conventional developments, and about 5,500 scattered site units. Additionally, PHA currently administers over 16,000 Housing Choice Vouchers. PHA has an annual budget of approximately $371 million, which is primarily funded by the U.S. Department of Housing and Urban Development. In April 2013, Kelvin Jeremiah was appointed President and CEO.

This procurement is being implemented in accordance with the CEA. Further, this procurement may be subject to the approval of the HUD representative acting for the Board of Commissioners as required by the CEA and the requirements of PHA's Controlled Policy and Procedure Issuance No. 10, Procurement Policy.

Offerors must submit one (1) original and five (5) copies of their proposal, including the required proposal forms, as well as an electronic copy (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats and the proposal shall be based upon and in conformity with this Request for Proposal. The proposal shall be enclosed in an envelope, which shall be sealed and clearly labeled with the name of the offeror, the RFP number, and the proposal due date. Proposals must be received by PHA Contracts Department at 3100 Penrose Ferry Road, Philadelphia, PA 19145, no later than 11:00 A.M. on proposal due date indicated above. Late proposals will not be considered. Proposals submitted via electronic mail will not be accepted. Photo identification is required for entrance into our facility.

Requests for additional information should be directed to the Contracting Officer's representative, James B. Davis, Sourcing Manager-Procurement, Philadelphia Housing Authority, 3100 Penrose Ferry Road, Philadelphia, PA 19145, e-mail; Kevin.Denniston@pha.phila.gov, Fax (215) 684-1213. Note that inquiries received later than seven (7) days before receipt of proposals may not receive a response.

Sincerely,

KELVIN JEREMIAH
PRESIDENT & CEO
THE PHILADELPHIA HOUSING AUTHORITY

Philadelphia Housing Authority
Building Beyond Expectations

MANDATORY SUBMISSIONS CHECKLIST

A complete proposal package will consist of the items identified below. Proposers must complete this checklist to confirm the items are included in the proposal, and return this checklist with the proposal package. Place a check mark or "X" next to each item that is being submitted with the proposal. For the proposal to be responsive, all required attachments must be returned.

Proposer Requirements	Proposal Reference	Completed (X)
1. Submitted Required Number of Copies ☐ (Price and Technical) and CD ROM		☐
2. Cover Letter ☐ Name of the Firm with the Contact Information ☐ Organizational Structure ☐ Brief Approach Description		☐
3. Proposal Form - Section H ☐ Completed and Signed ☐ Addenda Acknowledged		☐
4. Qualification Statement ☐ Narrative of Work Experience ☐ Work Plan ☐ Resumes of Key Personnel ☐ Roles and Responsibilities of Staff ☐ List of Work References (at least 3) and completed reference surveys.		☐
5. Certification and Representations Form - Section I ☐ Completed and Signed ☐ Non Collusive Affidavit included if Clause 5(e) checked		☐
6. Affirmative Action Forms - Section J ☐ J24 - Schedule Of Participation ☐ J25 - Schedule Of Binding Commitments With Minority And Women Owned Businesses ☐ J26 - Documentation of Best Efforts ☐ J27 - Information and Assistance Provided to Certified MBE/WBEs ☐ J28 - Affidavit of Unavailability of MBE/WBEs ☐ Forms J30 - J32 in addition to Forms J24 - J26 for Joint Ventures ☐ J30 - 32 Joint Venture Questionnaire		☐

Proposer Requirements	Proposal Reference	Completed (X)
7. Section 3 Program Forms - Section K ☐ Form 1 - Existing Employee List ☐ Form 2 - Hiring Plan ☐ Form 3 - Hiring and Contracting Goals Narrative ☐ Form 4 - Contracting Plan Worksheet ☐ Form 5 - Subcontractor Activity (If Applicable) ☐ Form 6 - Resident Affidavit (If requesting Section 3 Preference) ☐ Form 7 - Section 3 Business Concerns (If requesting Section 3 Preference) ☐ Form 10 - Utilization Plans (If Tier 3 is selected)		☐
8. Exceptions to PHA's Contract Terms and Conditions PHA will not consider any exceptions that are not submitted by bidder or offeror unless thy are present at the time of bid or offer.		☐
9. Evidence of Required Insurance or Ability to Obtain Insurance		☐

PHILADELPHIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT DEPARTMENT
Past Performance Survey
Solicitation #-P-004403- Project Based Vouchers

Contractor Name: _____

CLIENT INFORMATION

☐ Commercial Client ☐ Government Client

Client Name: _____

Client Address: _____

_____ _____ _____
City **State** **Zip Code**

Project Name: _____ **Total Project Value:** _____

Performance Period:	**Teaming Partner(s):**
Government or Commercial Project Manager Contact Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____	**Alternate Government or Commercial Project Manager Contact** Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____

SPECIFIC PERFORMANCE

Instructions: This part consists of open-ended questions to determine the scope, complexity, and relevance of the project to the current requirement. Please answer the questions concisely and to the best of your knowledge.

1. Describe the overall project type the contractor provided.

2. Describe the end goal/end product and result.

3. Describe the long-term program development involved in performing this task.

4. Describe the level of planning and staffing contractor was required to perform and if they met the contracts exceptions.

5. Describe the average timeline involved in completing this project and if contractor met that timeline within reason.

Forward Replies to: **at the following e-mail:**

Past Performance Survey

PAST PERFORMANCE RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Comments to support ratings may be noted on last page. The Government will assess an overall past performance rating for each reference contacted. The overall ratings of each reference will then be combined to arrive at a final past performance rating that will be assigned points based upon the following rating scheme:

RATINGS ARE DEFINED AS FOLLOWS:

Definition	Description
Excellent	The Contractor demonstrates an excellent performance level in all categories. There have been no performance problems and the Contractor has demonstrated initiative to enhance/exceed contractual requirements and objectives. The Contractor also has maintained an excellent Contractor/Government relationship throughout contract performance
Good	There are no quality of service problems; no cost/price issues; and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Non-conformance does not impact achievement of contract requirements.
Acceptable	Non-conformances are minor and have little impact in achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.
Marginal	Non-conformances are impacting achievement of contract requirements, requires substantial intervention by Government personnel to resolve issues.
Unacceptable	Non-conformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

Past Performance Survey

PART 1: GENERAL PERFORMANCE

INSTRUCTIONS: PLEASE CHECK THE APPROPRIATE RATING

Quality of Service	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Compliance with contract requirements	☐	☐	☐	☐	☐	☐
2. Accuracy of Reports	☐	☐	☐	☐	☐	☐
3. Effectiveness of Personnel	☐	☐	☐	☐	☐	☐
4. Technical Excellence	☐	☐	☐	☐	☐	☐
5. Record of conforming to specifications and standards of good workmanship	☐	☐	☐	☐	☐	☐
6. Ability to provide services nationwide, including small and rural communities	☐	☐	☐	☐	☐	☐

Cost Control	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Record of forecasting and controlling target costs	☐	☐	☐	☐	☐	☐
2. Current, accurate, and complete billings	☐	☐	☐	☐	☐	☐
3. Relationship of negotiated costs to actual	☐	☐	☐	☐	☐	☐
4. Cost efficiencies	☐	☐	☐	☐	☐	☐

Timeliness of Performance	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Met interim milestones	☐	☐	☐	☐	☐	☐
2. Reliability	☐	☐	☐	☐	☐	☐
3. Responsive to technical direction	☐	☐	☐	☐	☐	☐
4. Completed on time including wrap up	☐	☐	☐	☐	☐	☐
5. Met delivery schedules	☐	☐	☐	☐	☐	☐

6. Amount of Liquidated Damages (Excellent=Low or None, Unacceptable= High)	☐	☐	☐	☐	☐	☐
Business Relations	**Excellent**	**Good**	**Acceptable**	**Marginal**	**Unacceptable**	**N/A**
1. Effective Management, including subcontracts	☐	☐	☐	☐	☐	☐
2. Reasonable/cooperative behavior	☐	☐	☐	☐	☐	☐
3. Responsive to contract requirements	☐	☐	☐	☐	☐	☐
4. Notification of problems	☐	☐	☐	☐	☐	☐
5. Flexibility	☐	☐	☐	☐	☐	☐
6. Pro-active vs. Reactive	☐	☐	☐	☐	☐	☐
7. Effective small/small disadvantage business subcontracting program	☐	☐	☐	☐	☐	☐
8. History of staff turnover	☐	☐	☐	☐	☐	☐

Customer Satisfaction	**Excellent**	**Good**	**Acceptable**	**Marginal**	**Unacceptable**	**N/A**
1. Commitment to customer satisfaction	☐	☐	☐	☐	☐	☐
2. Would you recommend selection of this firm again?	☐	☐	☐	☐	☐	☐
3. Overall Rating of Contractor	☐	☐	☐	☐	☐	☐

ADDITIONAL COMMENTS:

Name and Signature of Reference _____ **Date** _____

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A. INSTRUCTIONS TO OFFERORS

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 as indicated in the Scope of Work and Mandatory Submissions Checklist, immediately proceeding this Section A. 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 PHA.

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

(d) If this solicitation requires proposing on all items, failure to do so will result in the proposal being rejected. If proposing on all items is not required, proposers should insert the words "NO PROPOSAL" in the space provided for any item for which no price is submitted.

2. 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. PHA must receive the acknowledgement by the time specified for receipt of offers.

3. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request 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.

4. Responsibility of Prospective Contractor

(a) PHA 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 -

(i) Have adequate financial resources to perform the Contract, or the ability to obtain them;

(ii) Have a satisfactory performance record;

(iii) Have a satisfactory record of integrity and business ethics;

(iv) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

(v) 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 PHA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by PHA 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.

5. 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 -

(i) 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);

(ii) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA that the late receipt was due solely to mishandling by PHA after receipt at PHA;

(iii) 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

(iv) Is the only offer received.

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

(c) A modification resulting from PHA'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 PHA after receipt at PHA.

(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 PHA is the time/date stamp of PHA on the offer wrapper or other documentary evidence of receipt maintained by PHA.

(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 PHA will be considered at any time it is received and may be accepted.

(h) 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 an 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.

6. Contract Award

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

(b) PHA may (1) reject any or all offers if such action is in PHA'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) PHA 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. Before the offer's specified expiration time, PHA 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 PHA.

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

7. Service of Protest

(a) Any protest against the award of a contract pursuant to this solicitation shall be served on PHA by obtaining written and dated acknowledgement of receipt from PHA at PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145. The determination of PHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.

(b) An actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Protests based on the contents of the solicitation must be submitted prior to the date and time

for receipt of proposals. Protests based on contract award must be made within seven days after the protestor knows or should have known the facts giving rise to the protest.

(c) All protests shall be resolved in accordance with PHA's protest policy and procedures, copies of which are maintained at PHA.

8. Offer Submission

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145, and (2) showing (on the face of the envelope) the time specified for receipt, the solicitation number, and the name and address of the offeror. One original hard copy, five (5) hardcopies, and one electronic copy of the Offer and modifications, including the required proposal forms, shall be submitted (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats

(b) Telegraphic, e-mail, or facsimile offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.

(c) 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.

(d) To be considered for award, offers must include the following mandatory submissions:

[X] Proposal Form (Section H)
[X] Technical Proposal (Per SOW)
[X] Certifications and Representations (Section I)
[X] Affirmative Action Forms (Section J)
[X] Section Three Forms (Section K)
[ ] Proposal Security (if required)
[X] Electronic Copy

9. Pre-Proposal Conference

A [ ] mandatory [ ] non-mandatory pre-proposal conference/meeting will be held at _____on _____at

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING PART 1

OF HAP CONTRACT

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

1. CONTRACT INFORMATION

a. Parties

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

Philadelphia Housing Authority (PHA) and

_____ (owner).

b. Contents of contract

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

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

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

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

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

ADDITIONAL EXHIBITS

EXHIBIT E: MTW AUTHORIZATIONS

d. Effective date and term of HAP contract

1. Effective date

a. The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards.

b For all contract units, the effective date of the HAP contract is:

_____.

c The term of the HAP contract begins on the effective date.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is: _____

b. The initial term of the HAP contract may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the

contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

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

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

e. Occupancy and payment

1. Payment for occupied unit

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

2. Vacancy payment

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

a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

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

c. The PHA may only make vacancy payments to the owner if:

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

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

3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

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

d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.

e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

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

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

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

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term

"project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph f.1 does not apply to single-family buildings.

3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.

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

5. The following specifies the number of contract units (if any):

   a. Designated for occupancy by disabled families;

   b Designated for occupancy by elderly families;

   c. Designated for occupancy by elderly or disabled families; or

   d. Designated for occupancy by families receiving supportive services.

☐ Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: _____.

☐ Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

_____.

☐ Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

_____.

☐ Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families

receiving supportive services: _____.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)** **Philadelphia Housing Authority**
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER **Name of Owner** (Print)
By:
Signature of authorized representative
Name and title (Print)
Date

OMB Approval No. 2577-0169
(exp. 04/30/2014)

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING

PART 2 OF HAP CONTRACT

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

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

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

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the 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 total tenant payment.

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

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

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

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

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

Rent to owner. The total monthly rent payable 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.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

a. This is a HAP contract between the PHA and the owner.

b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.

c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.

3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract 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.

5. 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.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.

7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

a. Performing all management and rental functions for the contract units.

b. Maintaining the units in accordance with HQS.

c. Complying with equal opportunity requirements.

d. Enforcing tenant obligations under the lease.

e. Paying for utilities and housing services (unless paid by the family under the lease).

f. Collecting from the tenant:

1. Any security deposit;

2. The tenant rent; and

3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

a. All contract units are in good and tenantable 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 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 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 payments 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. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. 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.

2. 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.

3. 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 2 of this section are not counted towards meeting this annual inspection requirement.

4. 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.

5. 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 that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all

or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. 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.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)

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. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD

requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.

7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.

8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.

2. The owner must rent vacant contract units 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.

4. 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.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.

2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. 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.

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, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the 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 rent payment to the tenant.

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

5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or

family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher 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.

3. 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 the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.

2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.

3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.

4. When the family 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 family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

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

11. FAMILY RIGHT TO MOVE

a. The family may terminate its 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. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

13. PROHIBITION OF DISCRIMINATION

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

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

amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

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

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.

4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:

   A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or

   B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

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

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

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

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the

PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.

2. HUD may waive this provision for good cause.

b. Disclosure

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

c. Interest of member of or delegate to Congress

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

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

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

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

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

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.

2. "Transfer" includes:

   A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;

   B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

   C. The creation of a security interest in the HAP contract or the property;

   D. Foreclosure or other execution on a security interest; or

   E. A creditor's lien, or transfer in bankruptcy.

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.

3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

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

22. SUBSI DY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

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

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

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

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. ENTIRE AGREEMENT; INTERPRETATION

a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.

b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

HAP CONTRACT
Existing Housing

EXHIBIT A – Description of Contract Units

All Units Awarded to

(units in contract)

This document is attached as Exhibit "A" to, and made part of, the Project-Based Assistance, Housing Choice Voucher Program, Housing Assistance Payments Contract, for Existing Housing, by and between The Philadelphia Housing Authority (PHA) and. (Owner), effective for a term of () years.

Address		Zip	Bedroom Size	Contract Rent	Utility Allowance	Gross Rent

CONTRACT INFORMATION

Contract Number:

Project Name:

Project Address:

City and State:

Annual Budget Authority Amount:

Commencement Date	End Date	Bedroom Size	# Units	Monthly Contract Rent	Utility Allowance Amount	Maximum Payment*

Identification of Units: SEE EXHIBIT A

*Maximum payment is based on full occupancy and gross rent for a one year period.

HAP CONTRACT
Existing Housing

EXHIBIT B – Services, Maintenance and Equipment to be provided by the owner without charges in addition to rent to owner

All Units Awarded to

This document is attached as Exhibit "B" to, and made part of, the Project-Based Assistance, Housing Choice Voucher Program, Housing Assistance Payments Contract, for Existing Housing, by and between The Philadelphia Housing Authority (PHA) and (Owner), effective for a term of () years.

A. **Maintenance:** The owner, , will provide all property management in accordance with HUD and Philadelphia Housing Authority Housing Quality Standards. also will clean and maintain grounds, landscaping, and common areas as wells as maintaining all equipment, appliances, and exterior lighting. Extermination services will be provided.

B. **Appliances:** The agent,, will furnish a refrigerator, stove/oven, central air conditioning, and smoke detectors for each unit.

C. **Services:** Building security system, Elevator, Laundry Room

HAP CONTRACT
Existing Housing

EXHIBIT C – UTILITIES

for All Units Awarded to

This document is attached as Exhibit "C" to, and made part of, the Project-Based Assistance, Housing Choice Voucher Program, Housing Assistance Payments Contract, for Existing Housing, by and between The Philadelphia Housing Authority (PHA) and (Owner), effective for a term of () years.

Utilities:

The breakdown per project of utility type and responsibility are listed on the following pages.

Address of property entered here (All units under contract)				
	Gas	Electric	Oil	N/A
Heat				
Hot Water				
Cooking				
Electric				
Refrigerator				
Water Service				
Water Usage				

HAP CONTRACT
Existing Housing

EXHIBIT D – Features provided to comply with program accessibility features of section 504 of the Rehabilitation Act of 1973

for All Units Awarded to

This document is attached as Exhibit "D" to, and made part of, the Project-Based Assistance, Housing Choice Voucher Program, Housing Assistance Payments Contract, for Existing Housing, by and between The Philadelphia Housing Authority (PHA) and (Owner), effective for a term of () years.

Address		Accessibility Features

HAP CONTRACT
Existing Housing

EXHIBIT E – MTW AUTHORIZATIONS

for All Units Awarded to

This document is attached as Exhibit "E" to, and made part of, the Project-Based Assistance, Housing Choice Voucher Program, Housing Assistance Payments Contract, for Existing Housing, by and between The Philadelphia Housing Authority (PHA) and (Owner), effective for a term of () years.

Exhibit E – MTW Authorizations

Notwithstanding any provisions to the contrary included in Parts I and II of the Housing Assistance Payments Contract, program regulations at 24 CFR 983, HUD Notices and/or in the Project Based Voucher Tenancy Addendum, the terms of this Exhibit E shall apply and shall supersede said provisions. The Philadelphia Housing Authority (PHA) has been designated as a ***Moving To Work Demonstration*** *Program (MTW) agency by HUD.*

Pursuant to its MTW Agreement with HUD, PHA has the authority to establish a locally modified Project Based Voucher (PBV) program that differs from the statutory requirements of the US Housing Act of 1937 and the regulatory requirements of 24 CFR 983. The terms Project Based Voucher (PBV) and Unit Based Voucher (UBV) Programs are used interchangeably throughout this document.

Over the term of this Contract including any extensions, where the provisions of this HAP Contract, program regulations at 24 CFR 983, HUD Notices and/or the Project Based Voucher Tenancy Addendum differ from the PBV/UBV program descriptions and requirements included in PHA's then current HUD-approved MTW Annual Plan(s), the provisions of PHA's then current HUD-approved MTW Annual Plan(s) shall apply.

As of the execution date of this Contract, PHA has incorporated a number of MTW activities within the HUD-approved MTW Plan(s) that supersede PBV regulations (24 CFR 983) and the terms contained elsewhere in this Housing Assistance Payments Contract (HAP Contract). Over the course of the contract term including any renewal or extensions, PHA may at its discretion modify any of the provisions herein provided that it is allowable under PHA's Moving To Work Agreement and has been approved by HUD as part of PHA's MTW Annual Plan::

No.	Contract Section	Original HUD Contract Language	PHA Modification
HAP CONTRACT: PART 1			
1.	**Contract Exhibits** Page 1	• EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)	• Remove reference in the HAP Contract to "See 24 CFR 983.203 for required items." • At any time during the term of this contract including any extensions or renewals, PHA may approve at its sole discretion modifications to the number and description of the contract units included in Exhibit A.
2.	**Length of Initial Term Extension of Term** Page 2 (New Construction) Page 3 (New Construction or Rehab)	• The initial term of the HAP contract may not be less than one year, nor more than fifteen years. • The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.	• PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than fifteen years. The term of all UBV HAP contracts will be negotiated with the owner on a case-by-case basis. • Prior to expiration of the HAP contract, PHA may extend the term of the contract for an additional term of up to fifteen years if PHA determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by PHA at the time of the extension. When determining whether or not to extend an expiring UBV contract, PHA will consider whether such extension is in the interests of PHA and its low-income clients. • There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases

No.	Contract Section	Original HUD Contract Language	PHA Modification
			where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.
3.	**Extension of Term** Pages 2- 3 (New Construction) Page 3 (New Construction or Rehab)	• The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.	• The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with applicable HUD requirements and approved MTW policies. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.
4.	**Requirements For Sufficient Appropriated Funding** Page 3	• The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract. b. • <u>The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the</u>	• The term of PHA's contractual commitment is subject to the availability of sufficient appropriated funding. • 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, PHA may terminate the HAP contract by notice to the owner.

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		PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.	
5.	**Payment for Occupied Unit** Page 3 (New Construction) Page 4 (New Construction or Rehab)	• During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.	In addition to the standard provisions of the HAP contract under this section, the following provisions apply: • 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). • In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6.	**Vacancy Payment** Pages 3-4 (New Construction) Pages 4-5 (New Construction or Rehab)	• PHA has the option to strike this provision from the HAP Contract Form	• PHA will not pay vacancy claims under the UBV program.
7.	**Income Mixing Requirement** Page 5	• Except as provided in paragraphs f.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land	• To the extent allowed by PHA's HUD approved MTW Plan and approved by PHA's Board of Commissioners, PHA may unit-base up to 100 percent of the dwelling units in any UBV project or building. The provisions of PHA's Request for Proposals may establish limitations or other criteria related to the number or percentage of units in any UBV

No.	Contract Section	Original HUD Contract Language	PHA Modification
		assisted under this HAP contract. • In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list. • The PHA and owner must comply with all HUD requirements regarding income mixing.	project or building.
HAP CONTRACT: PART TWO			
8.	**Amount of Initial Rent to Owner** Page 3	HUD Rent Requirements • Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements.	• Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with applicable HUD requirements and approved MTW policies. The following are the current PHA MTW Polices: • The rent to owner will not exceed the lowest of the following amounts: o An amount determined by PHA, not to exceed 110 percent of the applicable fair market rent (or any PHA exception payment standard) for the unit bedroom size minus any utility allowance; o The reasonable rent; o The rent requested by the owner; or o Such other amount determined by PHA to be appropriate for the unit based upon the nature of the unit and

No.	Contract Section	Original HUD Contract Language	PHA Modification
			the RFP from which the owner was selected. For example, in certain cases, PHA believes a shallower subsidy is more appropriate. • When determining the initial rent to owner, PHA will use the most recently determined payment standard in effect and the utility allowance schedule in effect at execution of the HAP contract.
9.	**Termination of Assistance for Family** Page 4	• The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.	• The PHA may terminate housing assistance for a family under the HAP contract in accordance with applicable HUD requirements and approved MTW policies The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.
10.	**PHA Determination of Adjusted Rent** Page 4	• At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. • The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.	• The adjustment of rent to owner shall always be determined in accordance with applicable HUD requirements and approved MTW policies. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with applicable HUD requirements and approved MTW policies. • When redetermining the rent to owner, PHA will use the most recently determined payment standard and the utility allowance schedule in effect at the time of redetermination.
11.	**Reasonable Rent** Page 5	• The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24	The rent to owner for each contract unit, as adjusted by the PHA in accordance with applicable HUD

No.	Contract Section	Original HUD Contract Language	PHA Modification
		CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.	requirements and approved MTW policies, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with applicable HUD requirements and approved MTW policies. **Reasonable Rent In PHA Administrative Plan** • PHA will redetermine the reasonable rent for a unit receiving UBV assistance whenever any of the following occur: o PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant; o The HAP contract is amended to substitute a different contract unit in the same building; or o There is any other change that may substantially affect the reasonable rent. **UBV and MTW** In addition to other policies described in this chapter, the following MTW initiatives apply to UBV Units: • Two Year Recertification; and • Reasonable Rent policy not to conduct a reasonable rent re-determination when 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 that was in effect one year before the contract anniversary date.
12.	**Owner Certification**	• Each contract unit for which the owner is receiving housing	• Each contract unit for which the owner is receiving HAP is

No.	Contract Section	Original HUD Contract Language	PHA Modification
	Page 6	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. • The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit. • The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.	leased to an eligible family referred by PHA or the owner from the owner's site based waiting list, and the lease is in accordance with the HAP contract as modified and applicable HUD requirements; • 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. • The family does not own or have any interest in the contract unit.
13.	**Owner Maintenance & Operation** Page 7	• The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.	• The owner is required to maintain and operate the contract units and premises in accordance with HQS or such other local standard established by PHA pursuant to its MTW authority, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner. • PHA may elect to establish additional requirements for quality, architecture, or design of UBV housing. Any such additional requirements must be specified in the agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS. • PHA will identify the need for any special features on a case-

No.	Contract Section	Original HUD Contract Language	PHA Modification
			by-case basis depending on the intended occupancy of the UBV project. PHA will specify any special design standards or additional requirements in the invitation for UBV proposals, the agreement to enter into HAP contract, and the HAP contract.
14.	**Selection of Tenants** Page 8	• During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)	• PHA uses the same Waiting List for both tenant-based and UBV assistance. PHA may also merge the UBV portion of the Waiting List with a Waiting List for other assisted housing programs offered by PHA. With PHA's prior approval, an owner may elect to receive referrals from PHA's Waiting List or to use a site-based Waiting List that is managed and maintained by the owner for selection of tenants for a site. **Selection from The Waiting List** • For owners using PHA's centralized Waiting List, PHA may establish selection criteria or preferences for occupancy of particular UBV units. PHA may place families referred by the UBV owner on its Waiting List. For owners using a site-based Waiting List that is managed and maintained by the owner, owners must refer families to PHA for the eligibility screening described in this chapter. **Units with Accessibility Features** • When selecting families to occupy UBV units that have special accessibility features for persons with disabilities, PHA and/or owners must first refer families who require such features for occupancy of the unit..

No.	Contract Section	Original HUD Contract Language	PHA Modification
15.	**Selection of Tenants** Page 8	• If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract. • The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.	• An eligible family residing in a proposed UBV contract unit on the date a proposal is selected by PHA is considered an "in-place family." These families are afforded protection from displacement. If a unit to be placed under contract (either an New Construction unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family will be placed on the Waiting List. If the family's continued eligibility for UBV assistance is determined (PHA may deny assistance to an in-place family for the grounds specified in this Administrative Plan), the family will be given an absolute selection preference and PHA will refer these families to the project owner for an appropriately sized UBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements. This protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.
16.	**Vacancies** Page 8	• The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy. • The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA. The PHA and the owner must make reasonable good faith efforts to minimize	• The owner must promptly notify PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. Owners using site-based Waiting Lists that are managed and maintained by the owner must promptly refer families to PHA for screening by PHA to minimize the likelihood and length of any vacancy.

No.	Contract Section	Original HUD Contract Language	PHA Modification
		the likelihood and length of any vacancy.	
17.	**Lease** Page 9 (New Construction) Page 10 (New Construction or Rehab)	• The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.	• The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a PHA tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by PHA. 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. PHA may review the owner's lease form to determine if the lease complies with state and local law. If PHA determines that the lease does not comply with state or local law, PHA may decline to approve the tenancy.
18.	**Lease Term (not included in HAP Contract)**	• Not included Note: HUD Regulations at 24 CFR § 983.256 require: (f) Initial term of lease. The initial lease term must be for at least one year	• The initial lease term of the lease between owner and tenant must be for at least two years. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, PHA must provide the family with a tenant-based Voucher and remove the unit from the UBV HAP contract.
19.	**Termination of Tenancy** Page 10	• The owner may only terminate a tenancy in accordance with the lease and HUD requirements. • The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to	• With two exceptions, the owner of a UBV unit may terminate tenancy for the same reasons an owner may in the tenant-based Voucher program. In the UBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for

No.	Contract Section	Original HUD Contract Language	PHA Modification
		vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law. • Absence from the unit provisions not included in HUD HAP Contract.	personal or family use or other non-residential purpose. • The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by PHA policy. According to PHA's program requirements, the family's assistance must be terminated if they are absent from the unit for more than 183 calendar days in a calendar year for any reason.
20.	**Family Payment** Page 10	• The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. 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.	• The tenant rent is the portion of the contract rent paid by the family. The amount of tenant rent is determined by PHA in accordance with MTW policies and HUD requirements, as applicable. Any changes in the amount of tenant rent will be effective on the date stated in PHA's notice to the family and owner. . <u>Utility Allowance</u>: If the amount of the utility allowance exceeds the total tenant payment, PHA will pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.
21.	**Family Right to Move** Page 12	• The family may terminate its 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. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements. • Before providing notice to	• The family may terminate the lease at any time after the initial term. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to PHA. Pursuant to PHA's MTW authority, PHA does not provide UBV participant families who want to move with tenant-based assistance with a tenant-based HCV Voucher. However, PHA may offer an alternative UBV unit to the family in certain circumstances such as when the family is underhoused or overhoused in their current unit,

No.	Contract Section	Original HUD Contract Language	PHA Modification
		terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.	or if the family is eligible for a reasonable accommodation. • Upon leasing of a project-based unit, the participant family relinquishes all rights to a tenant based voucher. The family will certify that PHA is not required to offer tenant based assistance if the family vacates the selected unit.
22.	Currently Not Included: **Amendment to add, subtract or temporarily remove contract units**	• Not included in the HAP Contract but is included in the PB regulations. *24 CFR § 983.206 Amendment to add contract units.* • At the discretion of the PHA, and provided that the total number of units in a building that will receive PBV assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building 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 building. 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 contract 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.	• **<u>Amendment to add contract units</u>**: At PHA's discretion, a HAP contract may be amended to add additional UBV units in the same building, subtract units from the contract, and/or temporarily remove units from the contract for purposes of unit rehabilitation. This type of amendment is subject to all UBV program requirements except that a new UBV proposal is not required. PHA may consider adding contract units to the HAP contract when PHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to: o The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and o Voucher holders are having difficulty finding units that meet program requirements.
23.	**Owner Default** Page 13	Any of the following is a default by the owner under the HAP contract: 1. The owner has failed to comply	• The owner is required to maintain and operate the contract units and premises in accordance with HQS or such

No.	Contract Section	Original HUD Contract Language	PHA Modification
		with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.	other local standard established by PHA pursuant to its MTW authority, including performance of ordinary and extraordinary maintenance.
24.	**PHA-Owned Units** Page 16	PHA-Owned Units • Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.	Inspections for PHA Owned Units In the case of PHA-owned units, the inspections will be performed by an independent agency rather than by PHA. Rent to Owner for PHA Owned Units The amount of the initial rent to an owner of units receiving UBV assistance is established at the beginning of the HAP contract term. For PHA owned units, an independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed, state-certified appraiser.
25.	**Subsidy Layering (New Construction or Rehab ONLY)** Page 19	Owner Disclosure • The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance. Limit of Payments Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with	• PHA may determine the effect of subsidy on rent to owners and the duplication of subsidy or excessive subsidy, subject to the requirements regarding subsidy layering as set forth in the HUD Reform Act of 1989. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the UBV program with other governmental housing assistance from Federal, State, or local agencies, including assistance such as tax concessions or tax credits. Owner Disclosure • The owner must disclose to the PHA, in accordance with applicable HUD requirements and approved MTW policies, information regarding any related assistance from the

No.	Contract Section	Original HUD Contract Language	PHA Modification
		HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.	Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance. Limit of Payments • Housing assistance payments under the HAP contract must not be more than is necessary, as determined in in accordance with applicable HUD requirements and approved MTW policies, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with in accordance with applicable HUD requirements and approved MTW policies the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.
26.	**Termination of HAP Contract for Wrongful Selection of Contract Units** Page 19 (New Construction) Page 20 (New Construction or Rehab)	• The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.	• The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in accordance with applicable HUD requirements and approved MTW policies.
27.	**Entire Agreement; Interpretation** Page 20	• The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP	• The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with applicable HUD requirements and approved MTW policies, including amendments or changes in

No.	Contract Section	Original HUD Contract Language	PHA Modification
		contract. The owner agrees to comply with all such laws and HUD requirements.	applicable HUD requirements and approved MTW policies during the term of the HAP contract. The owner agrees to comply with all such laws and applicable HUD requirements and approved MTW policies.
TENANCY ADDENDUM: INSTRUCTIONS			
28.	**Section 5. Initial Lease Term**	• Enter first date and last date of initial lease term. (The initial lease term must be for at least one year. § 983.256(f).)	• The initial lease term must be for at least two years.
TENANCY ADDENDUM: PART A			
29.	**7. Initial Tenant Rent**	• The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.	The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with applicable HUD requirements and approved MTW policies.
30.	**8. Initial Housing Assistance Payment**	• The amount of the housing assistance payment by PHA to the owner is subject to change by the PHA during the HAP contract term in accordance with HUD requirements.	• The amount of the housing assistance payment by PHA to the owner is subject to change by the PHA during the HAP contract term in accordance with applicable HUD requirements and approved MTW policies.
TENANCY ADDENDUM: PART B			
31.	**4. Rent to Owner**	• The initial and redetermined rent to owner are established in accordance with HUD requirements. • During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed: o The reasonable rent for the unit as most recently determined or redetermined by PHA in accordance with HUD requirements, or o Rent charged by the owner for comparable unassisted units in the premises.	• The rent to owner will not exceed the lowest of the following amounts: o An amount determined by PHA, not to exceed 110 percent of the applicable fair market rent (or any PHA exception payment standard) for the unit bedroom size minus any utility allowance; o The reasonable rent; o The rent requested by the owner; or o Such other amount determined by PHA to be appropriate for the unit based upon the nature of the unit and the RFP from which the owner was selected. For example, in

No.	Contract Section	Original HUD Contract Language	PHA Modification
			certain cases, PHA believes a shallower subsidy is more appropriate.
32.	**5. Family Payment to Owner**	• The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. • Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.	• The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with applicable HUD requirements and approved MTW policies. • Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with applicable HUD requirements and approved MTW policies for a tenancy under the Section 8 PBV program.
33.	**8. Termination of Tenancy by Owner**	• The owner may only terminate the tenancy in accordance with the lease and HUD requirements.	• The owner may only terminate the tenancy in accordance with the lease and applicable HUD requirements and approved MTW policies.
34.	**9. PHA Termination of Assistance** **10. Lease: Relation to HAP Contract**	• The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically. If the HAP contract terminates for any reason, the lease terminates immediately.	• The term of PHA's contractual commitment is subject to the availability of sufficient appropriated funding. 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, PHA may terminate the HAP contract by notice to the owner. • The PHA may terminate program assistance for the family for any grounds authorized in accordance with applicable HUD requirements and approved MTW policies. If the PHA terminates program assistance for the family, the lease terminates automatically. If the HAP contract terminates

No.	Contract Section	Original HUD Contract Language	PHA Modification
			for any reason, the lease terminates immediately.
35.	**11. Family Right to Move**	• The family may terminate its 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. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements. • Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.	**Family Lease Termination** • The family may terminate the lease at any time after the initial term. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to PHA. Once a family terminates the lease, the family will no longer be part of the HCV or UBV program unless PHA determines that the family is eligible to move to another UBV unit due to overhousing, underhousing or for an approved reasonable accommodation. Pursuant to PHA's MTW authority, PHA does not provide UBV participant families who want to move with tenant-based assistance with a tenant-based HCV Voucher. **Initial Term and Lease Renewal** • The initial lease term must be for at least two years.
36.	**14. Conflicts with Other Provisions of Lease**	• The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program. • In the case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.	• The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation in pursuance of PHA's MTW authority, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program as modified by PHA's MTW Plan. • In the case of any conflict between the provisions of the tenancy addendum as required by HUD and pursuant to PHA's MTW authority, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum pursuant to PHA's MTW authority shall control.
37.	**17.**	Excepted Unit. A contract unit not	o Not applicable.

No.	Contract Section	Original HUD Contract Language	PHA Modification
	Definitions	counted against the 25 percent per-project cap on PBV assistance.	

C. SCOPE OF WORK

REQUEST FOR PROPOSALS
PROJECT-BASED VOUCHERS
SOLICITATION NUMBER P-004403

I. INTRODUCTION

A. About the Philadelphia Housing Authority

The Philadelphia Housing Authority ("**PHA**") is organized under the laws of the Commonwealth of Pennsylvania to develop, acquire, lease, sell and operate low-income housing in the City of Philadelphia ("**City**"). PHA is the largest housing authority in the Commonwealth and the fourth largest in the nation. PHA owns and/or operates and manages approximately 16,000 family and elderly residential units in approximately 40 developments and over 7,000 scattered sites.

The U.S. Department of Housing and Urban Development ("**HUD**") is the primary funding agency for all construction, modernization and rehabilitation of the PHA's housing inventory. PHA receives additional funding from other federal, state and private funding sources for its housing and various social services programs.

PHA provides rental assistance to low-income families in the private rental market through the Housing Choice Voucher Program, which is funded by HUD. The program, formerly known as Section 8, was created by the Housing and Community Development Act of 1974, as amended.

The program is designed to achieve the following goals:

- Provide improved living conditions for low-income families while maintaining rent payments at an affordable level
- Promote freedom of housing choice and integrate lower-income and minority families into mainstream society
- Provide an incentive to private owners to rent to lower-income families by offering timely assistance payments, a pool of families to select from, and regular inspections to ensure upkeep of the property.

B. Purpose of this Request for Proposals

PHA is a participant in HUD's Moving to Work ("**MTW**") Program, which permits PHA to develop locally-based programs that modify certain statutory and regulatory requirements normally applicable to housing authorities. Through the authority granted by the MTW Program, PHA has established a local unit-based rental assistance program (the "**Unit-Based Program**") in an effort to increase the availability of affordable, high-quality housing throughout the City. The Unit-Based Program includes several component programs, including one which expands the supply of affordable rental housing by providing Project-Based Vouchers (as defined below)

to non-profit and private property owners of existing, newly constructed and substantially rehabilitated developments.

This request for proposals ("**RFP**") provides guidance and requirements for the Unit-Based Program for project-based vouchers and solicits proposals from non-profit and for-profit housing providers in the City for the same.

II. THE UNIT-BASED VOUCHER PROGRAM

A. Overview

Pursuant to Section 8 of the U.S. Housing Act of 1937, PHA receives funding from HUD under an Annual Contributions Contract ("**ACC**") for the Housing Choice Voucher program. PHA may attach a portion of its voucher assistance to specific housing units ("**Project-Based Vouchers**") if the owner of such units agrees to either rehabilitate or construct the units, or the owner agrees to set-aside all or a portion of the units in an existing development that are substantially compliant with housing quality standards ("**HQS**," as defined at 24 C.F.R. § 982.401). This RFP solicits proposals for units that are existing, substantial rehabilitation or new construction units.

B. Selection of Units

PHA will select units for award based on the evaluation criteria set forth in this RFP. All units must meet the following criteria to be considered.

Accessibility and Fair Housing

All housing units selected pursuant to this RFP must comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and Title VI of the Civil Rights Act of 1964, and the implementing regulations for all of the foregoing. See Exhibit A for more details on these requirements.

Types of Units

Units selected pursuant to this RFP may be existing housing, may require rehabilitation, or may be newly constructed. A unit is considered a rehabilitation unit if the cost of its rehabilitation exceeds $1,000. A unit is considered to be existing housing if it substantially meets HQS as of the date PHA awards a Housing Assistance Payments ("HAP") Contract for Project-Based Vouchers. During the term of the HAP Contract (as defined below), PHA will make housing assistance payments to the selected owner for units leased and occupied by eligible families. Payments by PHA under the HAP Contract are subject to annual appropriations by the United States Congress and the availability and provision of funding for the PHA Housing Choice Voucher program.

PHA will inspect all units at the time of initial occupancy and thereafter periodically during the remaining term of the HAP Contract, for compliance with HQS standards. PHA will not enter into a HAP Contract covering a unit until the unit fully complies with HQS. Owner's failure to maintain units in compliance with HQS standards may result in penalties, including but not limited to suspension or abatement of amounts payable under the HAP Contract and possible termination of the HAP Contract, as described in the HAP Contract.

PHA will not provide Project-Based Voucher assistance to units that are occupied at the time of proposal submission unless the current residents are eligible for participation in the Project-Based Voucher program or PHA approves the proposed relocation plan submitted with the Proposal. PHA may consider proposals under which non-eligible residents are occupying units provided that a voluntary relocation plan, acceptable to the affected residents, has been negotiated and is evidenced in writing in the proposal. Relocation for this purpose is subject to the requirements of the Uniform Relocation Act and all other applicable laws, and the applicant will be responsible for all related costs.

PHA will not provide Project-Based Voucher assistance to units that are already receiving another form of subsidized operating assistance if the Voucher assistance would be duplicative or would otherwise over-subsidize the unit. For example, a unit that is already receiving tenant-based housing choice voucher or other rent subsidy is not eligible for assistance under this RFP. Please see Chapter 23 of PHA's Administrative Plan for further information on ineligible units. A copy of the plan will be made available to prospective bidders upon request.

Applicants may submit proposals for Project-Based Voucher assistance for up to 100% of units in a building or project, or for a lower percentage of units. PHA may elect to negotiate with selected applicants to determine the final count of units covered by the HAP. PHA reserves the right in its sole discretion to limit and/or negotiate the number of vouchers awarded to individual owner(s).

Site and Unit Standards

All units eligible for the Unit-Based Program for Project-Based Vouchers must meet the following site selection standards:

a. Owners and units must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations thereto;
b. Units may be located anywhere throughout the City, but PHA will provide a selection preference for areas:
    i. Of revitalization that have been designated as such by the City (e.g., units adjacent to or included in Neighborhood Transformation Initiative areas) or PHA (e.g., areas in which PHA has been, is currently, or plans to engage in revitalization activities); or

    ii. Where public housing units previously were constructed and demolished;

iii. A racially or economically impacted area where PHA plans to preserve existing affordable housing; or

iv. In connection with a HOPE VI or other HUD-funded master planned development;

v. Where a needs analysis indicates that subsidized housing represents a low percentage of the total number of housing units in the area; or

vi. Relocating units to an area with a lower concentration of public housing units.

c. Applicants must provide a housing needs analysis that indicates a real need for the proposed Project-Based Voucher units in the proposed neighborhood.
d. In determining the location of new construction or substantially rehabilitated Project-Based Voucher units in a building or project that includes six (6) or more units, applicant owners must provide documentation which evidences the following:
   i. During the process for planning the units, the applicant consulted with appropriate resident organizations and representative community groups in the vicinity of the proposed Project-Based Voucher units including public housing residents, if any; and

   ii. The applicant advised current residents of the property in which the units are planned and public housing residents in the vicinity of the property (defined to be within a ½ mile radius of the site), by letter to resident organizations and by public meeting, of the applicant's plan to submit a proposal under this RFP. Applicants must submit a signed certification to PHA that the comments from these residents, public housing residents and representative community groups have been considered in the revitalization plans for the property.

e. All units must comply with HQS. PHA will not enter into a HAP Contract to provide assistance for a selected unit until it is in full compliance with HQS.
f. PHA will not consider proposals in which the applicant does not have site control over the land (for new construction) or units (for substantial rehabilitation or existing units) proposed to receive Project-Based Voucher subsidy.

C. HAP Contract

PHA and selected owners will enter into a Housing Assistance Payments Contract (the "**HAP Contract**") which delineates the owner's responsibilities for participation in the Unit-Based Subsidy Program for Project-Based Vouchers. For selected owners who propose new construction or substantial rehabilitation of Project-Based Voucher units, prior to entering into

the HAP Contract, PHA may first enter into an Agreement to Enter into a HAP Contract ("AHAP") or PHA may issue a letter of commitment. Once the proposed Project-Based Voucher units are completed, PHA and the selected owners with whom the AHAP Contract were executed, will then execute a HAP Contract. A copy of a HAP Contract is attached herein.

D. Term

PHA will consider and evaluate proposals for the Unit-Based Subsidy Program for Project-Based Vouchers for an initial term of no less than five (5) years and for up to fifteen (15) years. Prior to the expiration of the initial term, PHA and the property owner may agree to renew the HAP Contract for additional terms of one (1) to fifteen (15) years.

E. Owner Selection of Eligible Families

In order to receive payments from PHA under the HAP Contract, the owner must screen and select eligible low-income families to occupy the units. Owners may either propose to operate their own site-based waiting list for the proposed project, or to take referrals from PHA of families that are currently on PHA's Housing Choice Voucher waiting list and that are interested in moving into the owner's development. Owners who propose to utilize a site-based waiting list must submit information on the proposed selection methodology for PHA approval.

F. Rent to Owner

Contract rents for Project-Based Voucher units will be no higher than 110% of Fair Market Rent ("**FMR**"), or any exception payment standard approved by PHA, and must be reasonable in comparison with rents charged for comparable unassisted units in the area. Rents may be adjusted during the term in accordance with the HAP Contract, subject to the same comparability standard as is used for determining initial rent. The amount of rent paid by PHA to a selected applicant will be the difference between the contract rent and the amount of rent received from tenants. (The tenant-paid portion of the rent is generally 30% of the tenant's adjusted income less a utility allowance.)

Applicants may request a rent in excess of 110% of FMR, and PHA in its sole discretion may provide for an increase in the rent of up to 125% of FMR, but only for units that are fully accessible in accordance with the new construction standards at Section 504 of the Rehabilitation Act of 1973, including the Uniform Federal Accessibility Standards ("UFAS"). As indicated elsewhere in this RFP, a minimum of 5% of the units in a project must be fully accessible.

PHA will not pay for vacant Project-Based Voucher units.

III. PROJECT FUNDING AND BUDGETING

All proposals must indicate the amount of initial contract rent requested for each unit size and type.

Proposals for using Project-Based Vouchers in developments in which new construction or rehabilitation is planned must describe the project and the source and use of all construction financing and anticipated capital costs. All proposals (including those for existing units) must include budgets detailing sources and uses of operating expenses throughout the term of the HAP Contract. Owners' operating budgets should reflect each owner's assumptions about the amount of rent which tenants will pay, based upon the anticipated incomes of tenants and the restrictions placed on rents by applicable regulations, such as those governing tax credits.

All proposals for new construction or rehabilitation will be subject to a subsidy layering review to confirm that subsidy is not duplicative or excessive before an Agreement to Enter into a HAP Contract or HAP Contract may be executed.

Subsidy layering review limitations may be found in FR-5417-N-01: Administrative Guidelines: Subsidy Layering Reviews for Proposed Section 8 Project-Based Voucher Housing Assistance Payments Contracts. The FR-5417-N-01 sets the guidelines for Housing Credit Agencies (HCAs), as defined under Section 42 of the Internal Revenue Code of 1986, to conduct subsidy layering reviews for the purpose of ensuring that the combination of assistance under the Section 8 Project-Based Voucher Program with other Federal, State, or Local assistance does not result in excessive compensation.

IV. MTW PARTICIPATION

PHA's participation in the MTW Program is currently set to expire on March 31, 2018. Selected applicants should be aware that, upon expiration of PHA's MTW Program participation, HUD retains the right to refuse to permit continuation of statutory or regulatory waivers authorized by HUD as part of the MTW Program. This means that HUD may terminate any provision of the Unit-Based Program for Project-Based Vouchers which conflicts with the HUD's public housing requirements. If HUD does terminate those provisions, Unit-Based Program for Project-Based Vouchers participants may, at their sole option, either (1) terminate their participation in the Unit-Based Program for Project-Based Vouchers at the time PHA's MTW Program participation ends or (2) modify those terms of the HAP Contract (as such agreement is described below) that conflict with public housing requirements.

V. PROPOSAL REQUIREMENTS

In order for a Proposal to be considered complete and eligible for evaluation by PHA, it must address and thoroughly discuss all of the following substantive topics:

A. Qualifications Statement: Applicants must present a complete list of qualifications for all participants (including owner and management team at a minimum) in the project, including experience operating tenant-based and project-based Section 8/housing choice voucher, public or other affordable housing. For new construction and rehabilitation projects only, the qualifications statement must also describe the qualifications of the construction team. For all proposals, list all properties owned and/or managed by the applicant or pertinent development team members. Indicate the number of units in each property and type of housing assistance received.

Indicate if any units are currently occupied by Housing Choice Vouchers participants and the cities in which the properties are located.

For each property listed, the proposal must identify, to the extent applicable:

1. Whether there is a financial default connected with the property of more than 60 days duration;
2. Whether there is or has been a mortgage assignment or workout;
3. Whether the property has or is in foreclosure or bankruptcy;
4. Whether, during the past five (5) years, there has been litigation related to financing or constructing the project, with a finding against the applicant or member of the development team;
5. Whether the owner/manager has any real estate tax delinquencies; and
6. Whether residential or commercial tenants at the property, are or have been engaged in any litigation (other than routine evictions) against the property, owner or management in the past five (5) years.

B. Project Schedule: Provide, to the maximum extent possible, a complete project schedule for all units to be constructed or substantially rehabilitated and a projected date on which Project-Based Voucher units will be available for Project-Based Vouchers. For applicants proposing use of existing units that do not require rehabilitation, provide a project schedule projecting the date on which those Project-Based Voucher units will be available for Project-Based Vouchers. For existing units, applicants should note whether such units are occupied and, if so, whether those occupied units contain households that are eligible for the Unit-based Program for Project-Based Vouchers.

C. Project Description: In addition to completing Exhibit B: Project Summary, a project description which includes the following:

1. If units are existing, rehabilitation or new construction;

2. Describes, in detail, the location in Philadelphia and unit/bedroom count composition of the proposed development, including the number of units and bedroom sizes which will receive Project-Based Vouchers;

3. Whether market rate, LIHTC, or other unit types will be present;

4. Indicates the number and bedroom sizes of units which meet UFAS standards;

5. Describes any supportive services and other Unit or Project amenities that will be provided;

6. Applicants must indicate whether they have and provide evidence of site control over the property proposed for Project-Based Voucher units. For purposes of this evaluation criteria, PHA will define site control as (i) possession of the land/units in fee simple; (ii) possession of land/units through long-term ground lease or similar long-term arrangement; (iii) possession of an option to purchase or option for long-

term ground lease; or (iv) other legal relationships or evidence as PHA deems appropriate;

7. For rehabilitation and new construction projects only, address whether land and any necessary government approvals (e.g., variances and other zoning) have been acquired for rehabilitation projects, and provide a list and description of any household to be relocated, a relocation plan and budget.

D. Subsidy Request and Operations: Indicate for each bedroom size the amount of initial contract rents requested and include information on any tenant-paid utilities. For requests in excess of 110% of FMRs, provide justification. The subsidy should be adequate, but not excessive, for operation of the project in accordance with applicable requirements. Operating budgets should specify sources and uses of all operating funding and expenses and should demonstrate that Project-Based Voucher subsidy and other funding sources will be sufficient to operate the project in accordance with applicable requirements. Provide evidence of any financing commitments or conditional commitments related to project operations, including any supportive services.

Note that PHA reserves the right in its sole discretion to limit and/or negotiate the number of vouchers awarded to individual owner(s).

E. Project Financing and Financial Information (required for rehabilitation and new construction projects only): Provide, in detail, what sources of funding have been obtained to finance any and all capital improvements to be made to and operating expenses for the site. Provide evidence of financing commitments or conditional commitments. Also, provide financial statements for all principal team members and for all principal organizations and companies involved in the project, including the developer (as applicable) and property manager.

F. Management Approach/Supportive Services: Name the entity or individual who will manage the project. Describe in detail the management structure and plan for the project, including a summary of the admissions and continued occupancy requirements which will be applicable to the project. Indicate if applicant plans to use a site-based waiting list or seek tenant referrals from PHA. If a site-based waiting list is proposed, information on the selection methodology must be submitted for PHA approval. Applicants must comply with Project-Based Voucher regulations promulgated by HUD, as modified under PHA's MTW Agreement and its Administrative Plan. For additional detail regarding admissions and operating criteria, please refer to Exhibit A.

G. Community Need and Support: Demonstrate an understanding of the community and neighborhood surrounding the development for which Project-Based Voucher subsidy is requested. Provide a housing analysis demonstrating a need for the proposed housing within the neighborhood and, if a special population or income tier is targeted, within the targeted population.

H. Diversity: Describe the participation of Minority Business Enterprises ("**MBE**"), Section 3 residents and/or Section 3 business concerns and Women Business Enterprises ("**WBE**") on the project team.

I. Certificates and Affidavits: PHA requires that all work be performed in accordance with professional standards; HUD regulations, requirements and criteria; PHA requirements; and local codes, regulations, ordinances and statutes. Each Applicant must indicate a willingness to comply with all terms and conditions of this RFP and provide all required certifications on forms accompanying this RFP.

VI. Contacting PHA

Applicants may not make contact with any PHA directors, staff, Board member or resident concerning this RFP. All inquiries, questions and/or requests for clarification concerning this RFP should be submitted in writing to the issuing office at:

Kevin Denniston, Contracts Department
Philadelphia Housing Authority
3100 Penrose Ferry Rd
Philadelphia, PA 19145
Fax: (215) 684-1386 Email: Kevin.Denniston@pha.phila.gov

Written answers to questions concerning this RFP will be provided to all applicants, giving due regard to the proper protection of proprietary information.

Applicants are directed to contact only the above referenced in connection with any aspect of this RFP prior to contract award. Proposals and all correspondence, including questions, relating to the RFP must be submitted to the issuing office. Contact with anyone other than the issuing officer may result in disqualification of an applicant.

Proposals in response to this RFP shall be submitted by the last day of each quarter of 2014 to be considered in the next evaluation round Applicants must provide **one clearly marked "ORIGINAL"** and **six (6) copies.** Proposals must be submitted in sealed envelopes or boxes clearly marked and delivered to:

Kevin Denniston
Philadelphia Housing Authority
3100 Penrose Ferry Road
Philadelphia, PA 19145

Upon receipt of each proposal, PHA will date-stamp it to evidence receipt. Upon request, PHA will provide an applicant with an acknowledgment of receipt. Faxed proposals will not be accepted. All submissions become the property of PHA and will not be returned. Proposals will be held in confidence and not released until after contract award.

VII. Selection Criteria

Proposals submitted by applicants will be evaluated in accordance with the criteria on page G-1 of this RFP.

VIII. Environmental Review for Rehabilitated or New Construction Units

Activities under the Unit-Based Program are subject to HUD environmental regulations contained in 24 C.F.R. Parts 50 or 58. PHA may not enter into a HAP Contract (as defined below) and no Unit-Based Program or local funds may be spent for units until: a) HUD has performed the environmental review under Part 50 and notified PHA in writing of environmental approval of the site; b) the responsible entity under Part 58 has completed the review procedures and HUD has approved the environmental certification and request for release of funds; or c) HUD or the responsible entity has determined that the project units are exempt or not subject to compliance.

To be completed by all applicants

Applicant Name: _____

Project Name: _____

Total # Units and Type in Project: _____

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
LIHTC					
Market					
Project-Based Voucher					
Other: _____					

Are Units Existing, Rehabilitation or New Construction? _____

 # UFAS Units: _____

Rents Proposed by Bedroom Size and Type in Project: _____

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
LIHTC					
Market					
Project-Based Voucher					
Other: _____					

Exhibit A: Legal Requirements

What follows is a brief description of some of the legal requirements relevant to any proposal submitted pursuant to this RFP. All applicants selected under this RFP must follow the requirements of PHA's Administrative Plan and the terms and conditions of the HAP Contract. Many of the requirements of the foregoing are described and explained below. This information is not intended to be exhaustive, but rather assist proposing parties in preparing a detailed, thoughtful response to this RFP.

A. The MTW Program

PHA is a participant in HUD's MTW Program, pursuant to a Moving to Work Demonstration Agreement (the "**MTW Agreement**"), as amended from time to time, initially executed by HUD on February 28, 2002 and in force until March 31, 2018. The MTW Program is authorized by Section 204 of Title II of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. Law No. 104-134) (the "**MTW Statute**"). Under the MTW Statute, PHA has the flexibility to design and test various approaches for providing and administering housing assistance that reduces costs, achieves greater cost effectiveness in federal expenditures, and increases housing choices for low-income families, among other goals. The MTW Agreement permits PHA to supersede terms and conditions of its housing choice voucher Annual Contributions Contract with HUD, provisions of the United States Housing Act of 1937 (the "1937 Act"), 42 U.S.C. Section 1437 *et seq.* and other HUD requirements to the extent necessary and approved by HUD to implement PHA's MTW demonstration program. The program described in this RFP is designed and operated through PHA's MTW authority.

B. The Unit-Based Program for Project-Based Vouchers

Units which receive Project-Based Vouchers under PHA's Unit-Based Program for Project-Based Vouchers must comply with Project-Based Voucher requirements, as those requirements have been modified under the MTW Program. Generally, applicants must comply with all Project-Based Voucher requirements included in PHA's Administrative Plan, a copy of which will be made available to applicants upon request. Applicants selected pursuant to this RFP will have to develop management policies, codified in writing and approved by PHA, which correspond to these requirements.

Applicants must therefore comply with certain policies described in more detail in PHA's Administrative Plan, which may be amended from time to time, which include without limitation the following:

1. *Admission of persons earning between 0 and 80% or below of AMI. This may include limiting admissions to certain income tiers (e.g., 60% of AMI or below)*

2. *Operation of a waiting list for applicants. Applicants may establish a site-based waiting list or may ask for referrals from PHA's central waiting list.*

3. *Unit occupancy guidelines. These guidelines avoid the housing of tenants in units which are overcrowded or under-occupied and create policies to make accessible units available to households that require such features.*

4. *Development of a tenant lease in a form approved by the PHA. This lease should include property rules and responsibilities to which tenants must adhere as well as the owner's requirements for continued occupancy of a Project-Based Voucher unit.*

5. *Developing tenant screening policies that review applicants' suitability for tenancy and prohibit admissions of applicants whose habits and practices can reasonably be expected to have a detrimental effect on other tenants. Such screening policies must contain the following elements and/or prohibitions, as applicable:*

    a. Denial of admission for persons currently engaging in illegal drug use or whose pattern of drug use may threaten the health, safety or right to peaceful enjoyment of other tenants.

    b. Denial of admission of persons whose abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of other tenants.

    c. Applicants may never admit or permit continued occupancy of households with a member who is subject to a lifetime registration requirement under the Pennsylvania sex offender registration program.

    d. Applicants may never admit or permit continued occupancy of households with a member that has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing.

    e. Establishing standards for examining applicants' history of criminal activity. Such standards may prohibit admission of tenants convicted of certain types of criminal activity within a certain time period, and should state whether applicants will accept evidence of mitigating circumstances that suggest applicants would still be suitable tenants despite a criminal record.

Except as modified by this RFP, the Administrative Plan or other provisions of the MTW Agreement or Annual MTW Plan, the following regulations under Title 24 of the Code of Federal Regulations (C.F.R.) are also applicable to the Unit-Based Program for Project-Based Vouchers:

Part	Applicable Provisions
5	General HUD Program Requirements; Waivers (annual and adjusted income and total tenant payment calculations may be modified under MTW)
908	Electronic Transmission of Family Data
965	General Provisions including: preemption of State wage rates, insurance, energy conservation, utility metering, resident allowances for utilities, physical inspection requirements, lead-based paint poisoning prevention, and fire safety
983	Project-Based Voucher Program. Generally, the following provisions in this rule are ***inapplicable*** to the Unit-Based Program for Project-Based Vouchers and are superseded by PHA's MTW and Administrative Plans : § 983.6 - Maximum amount of Project-Based Voucher assistance § 983.9(b) - Special housing types § 983.53(a) - Prohibition on assistance for ineligible units § 983.56 - Cap on number of Project-Based Voucher units in each building § 983.57 - Site selection standards § 983.201 - Applicability of Subpart E, HAP Contract § 983.203 - HAP Contract Information § 983.205 - Term of HAP Contract § 983.206(b) - Amendment to add contract units (to the extent this regulation limits the percentage of project-based units at a development) § 983.261 - When occupancy may exceed 25% cap on the number of Project-Based Voucher units in each project §§ 983.301 - 983.305 - Rent to Owner § 983.353 - Tenant rent: payment to owner (to the extent this regulation requires PHA to make utility payments or allowances)

C. **Prevailing Wages and Labor Standards (for certain development activities)**

Pursuant to 24 C.F.R. Part 85, Section 85.36 (i) (5) and (6), for those projects involving new construction or rehabilitation, payment of not less than the wages prevailing in the locality, as

predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, to all persons employed pursuant to any construction contract arising from this funding, and in compliance with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 C.F.R. Part 5, and other federal laws and regulations pertaining to labor standards applicable to such an agreement.

D. Fair Housing and Equal Opportunity

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

In addition, owners must comply with the Philadelphia Code of Ordinances and Home Rule Charter § 9-1100 *et seq.* that, among other requirements, prohibits discrimination in employment and housing based on sexual orientation.

Additionally, contracts for construction work are subject to Executive Order 11246 (30 FR 12319) as amended by Executive Order 11375 (32 FR 14303), relating to prevention of discrimination on the basis of gender, or on the basis of race, creed, color and national origin, age disability or other status and applicable implementing regulations (41 C.F.R. § 60-1.1 *et seq.*), rules and orders of HUD and the Office of Federal Contract Compliance programs of the Department of Labor.

E. The Americans with Disabilities Act of 1990 ("ADA")

During the performance of the HAP Contract, owner(s) and all subcontractors must comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code § 12101 *et seq.*

F. Section 504 of the Rehabilitation Act of 1973 (Amended)

During the performance of the HAP Contract, owner(s) and all subcontractors must comply with Section 504 of the Rehabilitation Act of 1973, as amended ("**Rehabilitation Act**") 29 U.S.C. Section 791 *et seq.* The Rehabilitation Act, among other things, prohibits discrimination against disabled persons in federally funded programs and activities and requires new construction units to be accessible (see 24 C.F.R. Part 8). This means that 5% of the units, or at least one unit, whichever is greater, must meet Uniform Federal Accessibility Standards for persons with mobility disabilities and an additional 2% of the units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

G. Age Discrimination Act of 1975

During the performance of the HAP Contract, as applicable, owner(s) and all its subcontractors must comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*) that prohibits, with certain stated exceptions, discrimination against any otherwise qualified individual solely on the basis of age.

H. Minority and Women – Owned Business Enterprises

Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise applies to this RFP and encourages participation in federal programs by business concerns owned by minority group members. Executive Order 12138 creates a National Women's Business Enterprise Policy and encourages women-owned business enterprise participation in federal programs. During the performance of the HAP Contract, as applicable, owner(s) and all subcontractors must comply with these orders and any other applicable laws, codes, regulations or orders.

I. Section 3

This RFP is subject to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701) (47 U.S.C. § 3131 *et seq.*), which requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of HUD, in which the project is located; and that contracts for work in connection with the RFP be awarded to business concerns which are located in or owned in substantial part by persons residing in such area.

J. Environmental Review

Applicants applying to PHA for a federally funded subsidy or commitment of other federal funds (e.g. Unit Based Subsidy, Project (Unit) Based Voucher, Capital Funds) are required to obtain environmental clearance prior to a final commitment from PHA. Presently, the United States Department of Housing and Urban Development ("HUD) conducts the environmental review process that is needed to obtain environmental clearance for PHA projects. The environmental review process, commonly referred to as NEPA (or the National Environmental Policy Act), is set forth in 24 CFR Part 50.

The level of environmental review needed to obtain an environmental clearance is determined by the scope and nature of proposed activities. It is important for applicants to understand that the environmental review processes covers numerous and varied considerations and can take a significant amount of time and effort to complete. Starting the process EARLY is a necessity.

Determining the level of environmental review

24 CFR Part 50 details the regulatory process for the required environmental review. Except for certain exceptions, every commitment of PHA funds to a project requires some level of

environmental review consideration. The extent of the environmental review depends on the activity.

There are four levels of environmental review:

1. Categorically Excluded, Not Subject To 50.4 (CENST) (24 CFR Part 50.19)
2. Categorically Excluded, Subject To 50.4 (CEST) (24 CFR Part 50.20)
3. Environmental Assessment (EA) (24 CFR Subpart E)
4. Environmental Impact Statement (EIS) (24 CFR Subpart F)

CENST (24 CFR 50.19)
CENST activities typically do not alter physical conditions to an extent that necessitates an environmental review. If the activity is one of the identified activities listed in this section, then no environmental review is required. Funds from any source may be used for CENST activities after the determination is made that it is one of the activities in this section.

- Projects receiving operating subsidy, project based voucher assistance or capital funds are not considered CENST activities.

CEST (24 CFR 50.20)
If an activity is not determined CENST, the Responsible Entity ("RE") (i.e. the HUD Field Office) must determine if it is Categorically Excluded. Categorically Excluded activities are those that are excluded from NEPA requirements, but may be subject to review under other Federal laws and authorities listed in 24 CFR 50.4. For CEST activities, completion of HUD Form 4128 Part A may be required; completion of Part B is not required.

- Applications for new construction and some projects involving major rehabilitation are not CENST or CEST and will require a full Environmental Assessment (24 CFR Subpart E).

- Applications for project based voucher and operating subsidy for existing housing are covered by 24 CFR 50.20(a)(4) and may be excluded from review under other Federal laws and authorities, if approved by the HUD Field Office.

Environmental Assessment ("EA") (24 CFR Subpart E)
If a project is not CENST or CEST, the completion of an *Environmental Assessment* is required. The purpose of the EA is to determine the significance of environmental effects and, if necessary, require modifications in order to reduce the environmental impact. If significant impacts are anticipated with no reasonable means of mitigation apparent, the RE may reject the project or complete an Environmental Impact Statement (EIS).

Use of Prior Environmental Assessment (24 CFR 50.35)
An activity may be approved based on a prior environmental assessment review conducted for the project by another state or local authority.

Statutory Checklist Laws and Related Authorities

HUD has established an environmental form called the HUD-4128 "Environmental Assessment and Compliance Finding for Related Laws" that documents compliance with NEPA, and other environmental Federal laws, authorities, Executive Orders, and HUD standards.

All applicants should review this form and be prepared to submit the documentation required by the level of review for the activity.

Certain of the other Federal laws and authorities may be especially time consuming and applicants must anticipate this process for the timing of the project. Historic Preservation review can be especially time-consuming for certain projects. A summary of the process is detailed below:

Historic Properties (16 USC 470 Section 106)

1. HUD must follow the procedures implementing the National Historic Preservation Act (16 U.S.C. 470 et seq.) with regulations found at 36 CFR Part 800. All applications for new construction and some projects involving rehabilitation are considered "federal undertakings" which require HUD to make a determination of no effect, no adverse effect, or adverse effect upon historic properties. An historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. HUD must consider the area of potential effect, regardless of whether the property is on vacant land, is a rehabilitation of an older property, or is located in an historic district.

2. HUD will notify the State Historic Preservation Officer (SHPO) on the proposed activity. The SHPO is allowed 30 days (from the receipt of sufficient information from HUD) to reply to requests for consultation. If there is no reply within that time, and if there is no reason to believe that historic properties will be affected, HUD may make a determination of no effect, and the environment clearance may be issued. When a project affects an historic property or historic district, the result of the consultation may be design change, research and preservation, salvage, or in rare cases, rejection of the application. Consultation for these procedures may take considerable time before a commitment can be issued.

Certification Required – 24 CFR 50.3(h)

All applicants must certify to PHA that they will not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend federal or local funds for these program activities with respect to any eligible property, until environmental review approval of the project is received.

Conclusion

This document provides an overview of the environmental review process. It is not meant as a comprehensive or exhaustive analysis of NEPA and other related statutes or regulations.

Applicants should be aware that there is no waiver available to preclude a project from environmental review; this process is required for all applications requesting federal money.

K. Subsidy Layering Review

This RFP is subject to the Housing Economic Recovery Act of 2008 HERA (Pub. L.110–289) which was enacted July 30, 2008. HERA made numerous revisions to the Section 8 project-based voucher program. On November 24, 2008 (73 FR 71037), HUD published a Federal Register Notice to provide information about HERA's applicability to HUD's public housing and Section 8 tenant-based and project-based voucher programs. That Notice provides an overview of key provisions of HERA that affect HUD's public housing programs, and identifies those provisions that are self-implementing requiring no action on the part of HUD for participants to commence taking action to be in compliance, and those provisions that require implementing regulations or guidance on the part of HUD.

L. Housing Quality Standards

This RFP is subject to the Housing Quality Standards set forth in 24 CFR 982.401.

HUD requires that all units occupied by families receiving HCV assistance meet HUD's HQS and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements. HQS inspections are required before the HAP Contract is signed and at least annually during the term of the HAP Contract.

HUD also requires PHAs to determine that units rented by families assisted under the HCV program have rents that are reasonable when compared to comparable unassisted units in the market area.

A. TERMS & CONDITIONS

SECTION I HUD STANDARD TERMS & CONDITIONS
Solicitation Number P-004403
Project Based Vouchers

1. Definitions

The following definitions are applicable to this Contract:

(a) "PHA" or "Authority" or "Housing Authority" means the Philadelphia 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) PHA 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, PHA 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 PHA decides that the facts justify it, PHA 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 PHA.

3. Termination for Convenience and Default

(a) PHA may terminate this Contract in whole, or from time to time in part, for PHA's convenience or the failure of the Contractor to fulfill the Contract obligations (default). PHA 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 PHA 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 PHA, PHA 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), PHA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by PHA, any work as described in subparagraph (a)(ii) above, and compensation shall 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 PHA; and (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 PHA by the Contractor.

(d) If, after termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of PHA, 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) PHA, 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 PHA, 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)

PHA 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 of Pennsylvania.

7. Disputes

(a) All disputes arising under or relating to this Contract, 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 PHA. A claim by PHA against the Contractor shall be subject to a written decision by PHA.

(c) PHA shall, with reasonable promptness, but in no event in more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of PHA's decision, shall notify PHA 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 PHA 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 PHA that it submit a final voucher and release, whichever is earlier, then PHA'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 PHA.

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 PHA 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 PHA.

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 PHA a certificate and release, in a form acceptable to PHA, of all claims against PHA 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 Conflict 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. PHA may, however, terminate the Contract or task/delivery order for the convenience of PHA if it would be in the best interest of PHA.

(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, PHA 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) PHA 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 PHA 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 PHA within 7 days of notification or a later date if extended by PHA.

(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, PHA 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 PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which PHA was activated, and no other pubic 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.

(3) Selling activities by independent sales representatives.

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.

(c) 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.

(d) 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.

(e) 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

The Contractor shall not disseminate or disclose information or material to the general public, the news media, or any person or organization without prior express written approval by PHA.

18. Contractor's Status

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

19. Other Contractors

PHA 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 PHA 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 PHA employee.

20. Liens

The Contractor is prohibited from placing a lien on PHA'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.

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; of (3) are only available at an unreasonable price.

(b) Paragraph (a) of the 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 of a political subdivision of a State; and (ii) purchased a total of in excess of the item under and outside that contract.

E. TERMS & CONDITIONS
SECTION II. PHA STANDARD TERMS & CONDITIONS

1. Minimum Acceptance Period

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

b. PHA requires a minimum acceptance period of 90 calendar days. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.

c. A proposal allowing less than the PHA's minimum acceptance period will be rejected.

2. Billing and Payment

a. The Contractor shall submit invoices to the PHA as provided pursuant to the terms of this Contract. Invoices must show the type of service performed and the amount charged to the Contract during the billing period. PHA's billing address is:

Philadelphia Housing Authority
Attn: Contract Administration
P.O. Box 8737
Philadelphia, PA 19104-9742

b. PHA shall exert its best efforts to pay the Contractor within forty-five (45) days of receipt of an accurate/uncontested invoice, given fulfillment of deliverable(s), and if Contractor is in compliance with all Contract terms and conditions. PHA reserves the right to withhold payment for performance deficiencies.

c. No interest shall be payable to the Contractor from PHA for delayed progress or final payment.

3. PHA Option for Payment by Electronic Funds Transfer

a. At PHA's option:

i. All payments by PHA under this Contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(ii) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

ii. In the event PHA is unable to release one or more payments by EFT, the Contractor agrees to either (1) Accept payment by check or some other mutually agreeable method of payment; or (2) Request PHA to extend payment due dates until such time as PHA makes payment by EFT (but see paragraph (d) of this clause).

b. Mandatory submission of Contractor's EFT information.

i. The Contractor is required to provide PHA with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this Contract to receive that information (hereafter: designated office) within 10 days after award of the Contract. If not otherwise specified in this Contract, the payment office is the designated office

for receipt of the Contractor's EFT information. If more than one designated office is named for the Contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office.

However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

c. Mechanisms for EFT payment. PHA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

d. Suspension of payment.

i. PHA is not required to make any payment under this Contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Contract. The prompt payment terms of the Contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

ii. If the EFT information changes after submission of correct EFT information, PHA shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this Contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

e. Liability for uncompleted or erroneous transfers.

i. If an uncompleted or erroneous transfer occurs because PHA used the Contractor's EFT information incorrectly, PHA remains responsible for (1) Making a correct payment; (2) Paying any prompt payment penalty due; and (3) Recovering any erroneously directed funds.

ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and (1) If the funds are no longer under the control of the payment office, PHA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (2) If the funds remain under the control of the payment office, PHA shall not make payment and the provisions of paragraph (d) shall apply.

f. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

g. EFT and assignment of claims. If the Contractor assigns the proceeds of this Contract as provided for in the assignment of claims terms of this Contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper

assignment of claims acceptable to PHA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

h. Liability for change of EFT information by financial agent. PHA is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

i. Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. PHA may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, PHA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to PHA. If PHA makes payment by check in accordance with paragraph (a) of this clause, PHA shall mail the payment information to the remittance address in the Contract.

j. EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

   i. The contract number (or other procurement identification number).

   ii. The Contractor's name and remittance address, as stated in the Contract(s).

   iii. The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

   iv. The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

   v. The Contractor's account number and the type of account (checking, saving, or lockbox).

   vi. If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

   vii. If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

4. Notices

a. Any notice to or demand upon the Contractor shall be considered given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such place or other address as he may designate, in writing, to the Authority.

b. All papers required to be delivered to PHA, unless otherwise specified in writing to the Contractor, shall be sent to:

   Attn: Contracting Officer
   Philadelphia Housing Authority
   12 South 23rd Street, 5th Floor
   Philadelphia, PA 19104

c. All Contractor notices, demands, requests, instructions, approvals, claims, etc., must be made in writing to PHA. No oral communications will be considered binding under the terms of this Contract.

5. Option to Extend Term of Contract

PHA may extend the term of this Contract through exercise of option year(s), if any, by written notice to the Contractor.

6. Option to Extend Services

PHA may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days prior to the expiration of the Contract.

7. Contract Modifications

a. Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing.

b. PHA may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract clause; or (2) for administrative matters which do not change the rights or responsibilities of the parties. All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

8. Hold Harmless

The Contractor shall hold PHA harmless from and indemnify PHA against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents pursuant to the Contract and shall, at the request of PHA, defend any and all actions brought against PHA based upon any such claims or demands.

9. Suspension of Work

a. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of PHA.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, or (2) by the Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

c. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

10. Default

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by

written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

11. Contractor Claims

In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. The Contracting Officer shall review timely-filed claims and issue a determination in accordance with the "Disputes" clause in Terms and Conditions, Section I, Article 7.

12. Contractor Integrity

a. Definitions

   i. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with PHA.

   ii. Consent means written permission signed by a duly authorized officer or employee of PHA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, PHA shall be deemed to have consented by virtue of execution of this agreement.

   iii. Contractor means the individual or entity that has entered into this agreement with PHA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.

   iv. Financial Interest means: (1) ownership of more than a five percent interest in any business; or (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

   v. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with PHA.

c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

d. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of PHA.

e. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of PHA.

f. Except with the consent of PHA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

g. Except with the consent of PHA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify PHA in writing.

i. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

j. The Contractor, upon the inquiry or request of PHA, HUD, the Inspector General of the Commonwealth or any agents or representatives of PHA, HUD or the Inspector General of the Commonwealth, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by PHA, HUD or the Inspector General of the Commonwealth to the Contractor's integrity or responsibility, as those terms are defined by federal and state statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

k. For violation of any of the above provisions, PHA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with PHA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those PHA may have under law, statute, regulation, or otherwise.

13. Subcontracts

a. There shall be no subcontracting without the prior written consent of the Contracting Officer.

b. The PHA may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is suspended or debarred by the U.S. Government, the Commonwealth of Pennsylvania or PHA.

c. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of this Contract (including Affirmative Action provisions) insofar as they are applicable to the work of the subcontractor.

d. Nothing contained in the Contract shall create any contractual relation between any subcontractor and PHA.

14. Subcontracting with Small and Minority Firms, and Women's Business Enterprise

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to small and minority firms, and women's business enterprises by:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses and women's business enterprises are solicited whenever possible;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

e. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

15. Contractor Conflicts

The Contractor, its employees, agents and subcontractors shall not, during the term of this Contract, undertake any employment or engagement or, except as required by law, perform any act or allow any omission, which may result in a conflict with any of their respective obligations under this Contract. A conflict includes, but is not limited to engagement by a third party to review, comment or critique PHA work in the same or similar areas as reflected in this Contract's scope of work. In the event Contractor, its agents, or subcontractors are called upon under a purported requirement of law to do or omit anything that may be in violation of the foregoing, the Contractor shall give the PHA Contracting Officer sufficient advance written notice thereof to allow the matter to be contested by PHA.

16. Permits and Licenses

If any permits, licenses or other approvals are necessary for the performance of this Contract, then the Contractor shall obtain all such permits, licenses or approvals, including use of patents, trademarks or copyrights, at no extra charge to PHA.

17. Rights in Data and Copyrights

a. Except as provided elsewhere in this clause, PHA shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.

b. The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data of restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.

c. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the PHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the PHA.

d. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the PHA a license of the same scope as identified in the preceding paragraph.

e. The PHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, the Contracting Officer may either return the data to the Contractor, or cancel or ignore the markings.

f. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.

g. Notwithstanding any provisions to the contrary contained in any contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such agreement has been proposed prior to the award of this Contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that the PHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease of licensing agreement, shall be subject to the following procedures.

   i. The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by PHA except as provided below or as expressly stated otherwise in this Contract.

   ii. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any PHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.

18. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save PHA harmless from loss on account thereof; except that PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified by PHA is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

19. Warranty & Product Documents

a. The Contractor shall submit product data and manufacturer's specifications as required by PHA. Manufacturer's written product and procedures requirements, when approved by PHA, become part of the Contract. PHA reserves the right to reject items not in compliance with the manufacturer's specifications.

b. The Contractor shall submit warranty and guaranty papers along with the manufacturer's data for each product. The adequacy of the documentation is subject to approval by PHA. The Contractor shall be a fully authorized and qualified seller, user or installer of the materials specified and/or approved. The Contractor shall submit proof of certification indicating he is acceptable to the manufacturer.

c. On-Site Delivery

   If PHA requires Contractor to deliver goods to a PHA site, then the Contractor's representative shall sign in at the PHA manager's office on-site prior to commencing delivery.

20. Insurance

a. Before commencing work, the Contractor and each sub-contractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

i. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws and Employers Liability with limits of not less than $500,000.

ii. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence/$2,000,000 General Aggregate. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy based on Section (e) (5) of this clause, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and should the policy be canceled on non-renewed, the extended reporting coverage will be purchased to extend coverage to one year after the end of the contract period, limited only by the exhaustion of the policy limits. See PHA Special Terms and Conditions for higher levels of coverage for certain types of purchases.

iii. Automobile Liability coverage on owned, non-owned, and hired auto coverage for motor vehicles used on the site(s) or in connection therewith and with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence.

b. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located and have an A.M. Best Rating of A . If any such insurance is due to expire during the Contract period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Contracting Officer. Such notice must be sent by Certified Mail, Return Receipt Requested, to the Contracting Officer's attention.

c. Additional Insured Requirement: Philadelphia Housing Authority is to be named an "additional insured" on all policies required hereunder except Workers' Compensation, Employer's Liability, and Professional Liability. An endorsement stating the above shall be provided to the PHA by the Contractor prior to the commencement of the work. The General Liability additional insured endorsement shall be provided to PHA.

d. Minimum Scope of Insurance: Coverage should be at least as broad as:

i. Insurance Services Office form number CA 0001 (Ed. 03/06) covering Automobile Liability, Symbol "1" - "any auto".

ii. Workers' Compensation Insurance as required by the Pennsylvania Workers' Compensation Act, with $500,000 limit of liability for Employers Liability Insurance.

e. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability coverages

1) The PHA, its Board of Commissioners, officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed or should have been performed by or on behalf of the Contractor; products and completed operations of the Contractor; automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the PHA, its Board of Commissioners, officers, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the PHA, its Board of Commissioners, officers, employees and volunteers. Any insurance or self-insurance maintained by PHA, its Board of Commissioners, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the PHA, its Board of Commissioners, officers, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.

5) In each instance, coverage should be provided on an "occurrence" basis, as opposed to a "claims-made" basis. Claims-made coverage will only be accepted in the event that it is verified that occurrence coverage is not available.

Also included in the Commercial General Liability coverage supplied by the Contractor will be Explosion Collapse and Underground Hazard Liability, if applicable.

ii. Workers' Compensation and Employer's Liability Coverage: The Contractor agrees to obtain a waiver from the insurer waiving all rights of subrogation against the PHA, its Board of Commissioners, officers, employees and volunteers for losses arising from work performed by, for, or in behalf of the Contractor for the PHA.

iii. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the PHA Risk Management Department.

iv. Professional Liability Insurance: If the entity responding to this Request for Proposal will provide architectural, engineering, consulting, construction management, counseling, medical, legal, or professional services, the Contractor shall maintain Professional Liability Insurance.. The minimum limit of liability will be $1,000,000.00 per claim, $2,000,000.00 annual aggregate on an occurrence basis. If suitable coverage cannot be obtained on an occurrence basis, then the Contractor may purchase suitable coverage on a claims-made basis with the retroactive date being on or before the execution date of the Contract. Should such insurance be cancelled, or not renewed, the Contractor agrees to purchase extended reporting coverage which extends the discovery period for at least five (5) years from the date of cancellation. The Contractor also agrees to continue the above coverage for a period of at least five (5) years from the date of completion of the Contract. This coverage shall not have a deductible maximum greater than $10,000.00 per loss. This type of insurance is required for certain types of purchases as defined in PHA Special Terms and Conditions.

f. Deductibles and Self-Insured Retention: Self-insured retentions must be declared to and approved by the PHA. At the option of the PHA, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the PHA, its Board of Commissioners, officers, employees and volunteers. Verification of Coverage: Contractor shall furnish the PHA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificate shall include the Contract number and the Development name. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the PHA before work commences. Upon renewal of coverages, Contractor must provide new insurance certificates meeting the insurance coverages as indicated above. The PHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors: Coverage provided under the applicable Contractor's policies will include coverage for those liabilities incurred through the actions, omissions and activities of all subcontractors. Contractor will cause any subcontractors to carry insurance coverage identical to that of the Contractor as regards perils insured against, scope of coverage, and limits of liability such as for Workers Compensation and Liability Insurance for asbestos and

other hazardous types of purchases. When applicable and upon request, certificates of subcontractor's insurance shall be provided to PHA.

h. Binders: Binders are not acceptable as adequate insurance coverage.

21. Compliance with Law

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in performing its obligations under the Contract.

22. Nondiscrimination/Sexual Harassment

a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.

e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer for purposes of investigation to ascertain compliance with this clause.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. PHA may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this clause. In addition, PHA may proceed with debarment or suspension of the Contractor.

23. Americans with Disabilities Act

Contractor shall comply with federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq. The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by PHA through contracts with outside contractors.

24. Commonwealth of Pennsylvania Steel Products Procurement Act

a. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L. 6, No. 3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144). All contractors, subcontractors, and material suppliers shall be required to comply with all provisions of this Act.

b. The Contractor shall be required to provide with each Application-Certificate of Payment form an executed copy of the Certification of Compliance with the Steel Products Procurement Act form and additional documentation, including but not limited to, invoices, bills of lading, mill

certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:

i. That the steel utilized on this project was melted and manufactured in the United States; and/or

ii. The product contains both foreign and United States steel, and at least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or

iii. The steel product is not produced in the United States in sufficient quantities to meet the requirements of the Contract, and prior written approval to use foreign steel has been obtained from The Pennsylvania State University.

c. Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirements of the Act.

d. Willful violation of this Act can result in penalties, including (but not necessarily limited to) prohibition from submitting any bids, or performing any work, or supplying any materials to a public agency for a period five (5) years from the date of the determination that a violation has occurred.

25. Applicable Law

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

26. Provisions Required or Prohibited by Law

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions were included herein. Any clause in this Contract prohibited by law shall be deemed to be deleted from this Contract, and this Contract shall be read and enforced as though such provision were not included herein.

27. Related Entities

PHA reserves the right to procure supplies or services on behalf of its affiliated entities and subsidiaries including but not limited to several limited partnerships ("Related Entities"). Each Related Entity shall have the right to procure such supplies or services directly from Contractor pursuant to this Contract. PHA will generally advise the Contractor that the contract or task/delivery order is being issued on behalf of a Related Entity and provide any special instructions. However, failure of PHA to do so does not negate the Contractor's obligation to provide the supply or service ordered.

28. Order of Precedence

Conflicts in the contract documents shall be resolved in accordance with the following order of precedence:

1. Addendum Number ____ dated _____ __, 20___.
2. Addendum Number ____ dated _____ __, 20___.
3. Services Contract;
4. HUD Standard Terms & Conditions
5. Statement of Work
6. PHA Special Terms & Conditions

7. PHA Standard Terms & Conditions
8. Solicitation Number _____, ____ dated _____ __, 20___, and entitled _____.
9. Contractor's proposal and Best and Final Offer (if requested) as accepted by the PHA.
10. Affirmative Action requirements
11. Instructions to Proposers
12. Representations, Certifications, and other statements to Proposers

29. Certifications and Representations

In the event that Contractor's certifications and representations set forth in Section I shall at any time cease to be true and correct in all material respects, Contractor shall promptly notify PHA of same, setting fort the particulars and identifying the steps, if any, being taken by Contractor to render such representation or certification to be true and correct in all material respects.

30. Taxes

a. Contractor agrees to disclose to PHA all taxes paid pursuant to 72 Pennsylvania Statutes ("P.S.") § 7202 ("Sales Tax") paid by the Contractor in connection with the Contract, including in the Contractor's bid an itemization of Sales Tax expected to be paid in connection with this Contract.

b. Contractor agrees to cooperate fully with PHA in determining which items Contractor purchases pursuant to this Contract are those on which Contractor will pay Sales Tax.

c. Contractor will also cooperate fully with PHA in seeking guidance from the Pennsylvania Department of Revenue ("Department of Revenue") in determining which items are subject to Sales Tax.

d. With respect to any item on which Contractor expects to pay Sales Tax, Contractor agrees to allow PHA the option of purchasing such item directly and to reduce the cost charged to PHA by the amount of Sales Tax Contractor would have paid had Contractor purchased such item.

e. Contractor assigns to PHA all of its right, title and interest in and to any and all refund of Sales Tax Contractor will pay in connection with this Contract and agrees to cooperate fully with PHA in assisting PHA to obtain a refund of any and all Sales Tax Contractor paid in connection with this Contract, including but not limited to:

   i. filing a petition for refund with the Department of Revenue at the request of PHA;

   ii. providing PHA with any receipts or other documentation reasonably requested by PHA in connection with PHA pursuing such refund; and

   iii. testifying at a hearing in connection with the pursuit of such refund.

f. In the event PHA exercises its right under Section e to require Contractor to file a petition for refund of Sales Tax paid, PHA will, at its sole discretion:

   i. determine the manner in which to pursue, and whether to continue pursuing, such refund; and

   ii. select the representative to pursue such refund.

   Further, PHA agrees to pay all fees and costs associated with pursuing such refund, but Contractor agrees that its payment under this Contact constitute full and complete consideration for any assistance Contractor may provide to PHA in pursuing such refund on PHA's behalf. Not later than five days after receipt thereof, Contractor agrees to pay to PHA any amount of Sales Tax refund received by Contractor in connection with a refund of Sales Tax paid in connection with this Contract.

g. Contractor agrees to purchase, but not pay Sales Tax on, every item that qualifies as 'building machinery and equipment' (as defined in 72 P.S. § 7201(pp)) by providing Contractor's vendor with a properly completed exemption certificate (REV-1220) within sixty days of the purchase of each such item. Contractor further agrees that it shall include on line 7 of such exemption certificate the following statement: Property or services qualify as 'building machinery and

equipment' and will be transferred pursuant to a construction contract to a tax-exempt organization. Further, if any purchase of items by Contractor includes both Sales Tax exempt 'building machinery and equipment' and otherwise taxable property, Contractor agrees to maintain records sufficient to permit the Department of Revenue to ascertain whether the items purchased were in fact 'building machinery and equipment.'

h. Contractor agrees to be solely responsible for any Sales Tax assessed on any item Contractor purchased pursuant to this Contract and further agrees to indemnify PHA for any Sales Tax PHA is subsequently assessed by the Department of Revenue with respect to any item Contractor purchased in connection with this Contract and on which Contractor did not pay Sales Tax.

31. Public Disclosure

After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

F. TERMS & CONDITIONS

SECTION III PHA SPECIAL TERMS & CONDITIONS

1. Term Of The Contract

PHA will consider and evaluate proposals for the Project-Based Voucher Program for Project-Based Vouchers for an initial term not to exceed ten (10) years. Prior to the expiration of the initial term, PHA and the property owner may agree to renew the HAP Contract for additional terms of one (1) to ten (10) years.

2. Cost Proposals

Offerors [ ] are [X] are not required to propose prices for all line items in the Schedule.

The following selected clauses are applicable to the Contract:

3. [ ] Proposal Security

(a) Failure to furnish proposal security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the proposal.

(b) The Offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal bond supported by good and sufficient surety or sureties acceptable to PHA, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. PHA will return proposal guarantees, other than proposal bonds, (1) to unsuccessful Offerors as soon as practicable after the opening of proposals, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.

(c) The amount of the proposal guarantee shall be 20 percent of the proposal price or $_____, whichever is less.

(d) If the successful Offeror, upon acceptance of its proposal by PHA within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the Offeror, the Contracting Officer may terminate the Contract for default.

(e) In the event the Contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee is available to offset the difference.

4. [X] Multiple Awards

PHA reserves the right to make multiple awards under this solicitation. Although the scope of services will remain the same for each contract, the dollar amount of each contract may vary.

5. [ ] Fixed Fee

(a) PHA shall pay the Contractor for performing this Contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect PHA's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less.

6. [ ] Indefinite Quantity (Special Services)

(a) This is an indefinite-quantity contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to PHA, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." PHA shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

7. [ ] Definite Quantity

(a) This is a definite-quantity, indefinite-delivery contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) PHA shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

8. [ ] Requirements

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, if PHA's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this Contract, the Contractor shall furnish to PHA all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this Contract otherwise provides, PHA shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by PHA activity or activities specified in the Schedule.

(d) PHA is not required to purchase from the Contractor requirements in excess of any limit on total orders under this Contract.

(e) If PHA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will

not accept an order providing for the accelerated delivery, PHA may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

9. [ ] Ordering

(a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule during the term of the Contract. Such orders may be issued from the date of award through the remaining time and or available funds, in accordance with this Contract. The ordering activity for this Contract/task order is PHA's Procurement and or Contract Administration department.

(b) All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when PHA deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic methods.

(d) Contractor must resolve any discrepancies appearing on PHA's task/delivery order prior to delivery. Contractor must resolve issues regarding quantities, services, descriptions, items, etc. Failure to comply and resolve discrepancies shall remain the Contractor's sole responsibility.

10. [ ] Order Limitations

(a) Minimum order. When PHA requires supplies or services covered by this Contract in an amount of less than _____ [insert dollar figure or quantity], the PHA is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.

(b) Maximum order. The Contractor is not obligated to honor—

(i) Any order for a single item in excess of 10% of the total Contract value for the Contract period;

(ii) Any order for a combination of items in excess of 100% of the total Contract value for the Contract period; or

(iii) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

11. [ ] Prequalification

(a) Contract award may only be made to pre-qualified offerors. Although not a condition to submitting an offer, it is strongly advised that a pre-qualification application be obtained, completed, and returned to PHA's Pre-Qualification Division prior to the submission of a proposal. Applications may be obtained from the Pre-Qualification Division, 3100 Penrose Ferry Road, Philadelphia, PA 19145; Tel: (215) 684-8562.

(b) Failure to complete the application within the required time limits may cause the offeror to be deemed non-responsive and ineligible for contract award. The following time limit applies to this solicitation:

[ ] Offerors will be given ten (10) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.

[ ] Offerors will be given two (2) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.

12. [ ] Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the contractor shall pay to the PHA as liquidated damages, the sum of $_____ for each day of delay. To the extent that the Contractor's delay or nonperformance is excused under another clause of this Contract, liquidated damages shall not be due to PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs incurred by PHA to complete the work.

13. [ ] Warranty

The equipment provided under this Contract shall have a warranty of _____ (years/months)

Section G

SCORING CRITERIA FOR EXISTING UNITS:

CRITERIA	MAX. POINTS AVAILABLE
1. Term of Contract Requested	20
2. Community Amenities	20
3. Unit Amenities	20
4. Ownership Experience	10
5. Management Experience	10
6. Public Purpose	20
TOTAL POINTS AVAILABLE	100

1. TERM OF CONTRACT REQUESTED	
If requesting a ten-year contract	20
If requesting a five to nine year contract	10
If requesting a contract of less than five years	0
2. COMMUNITY AMENITIES	
Project is located outside an area of low-income concentration	20
Site is within 1/4 mile of shopping and neighborhood services, or is within 1/4 mile of bus to these servic es; and is within 3 miles of a significant health facility	10
3. UNIT/APT. COMPLEX AMENITIES	
Unit amenities include the following: features adapted for persons with disabilities, off-street parking, laundry facilities, porches/decks, play area for children, recreational facility for children and adults, common area function room If three or more amenities	20
If two amenities	10
If one amenity	5
4. OWNER EXPERIENCE	
If applicant has 20 years or more experience owning affordable rental housing	10
If applicant has 10 to 19 years' experience owning affordable rental housing	4
If applicant has 5 to 9 years' experience owning affordable rental housing	2
If applicant has 20 years or more experience owning rental housing	4
If applicant has 10 to 19 years' experience owning rental housing	2
If applicant has 5 to 9 years' experience owning rental housing	1
5. MANAGEMENT EXPERIENCE	
If applicant has 20 years or more experience managing and maintaining affordable rental housing	10
If applicant has 10 to 19 years' experience managing and maintaining affordable rental housing	5
If applicant has 5 to 9 years' experience managing and maintaining affordable rental housing	2
6. PUBLIC PURPOSE	
If 75% or more of units, including non-PBV units, to be restricted to low- or very-low income occupancy 0	10
If 50% to 74% of units, including non-PBV units, to be restricted to low- or very-low income occupancy	5

If other PHA priority needs* will be met	10

* Priority needs would be those indicated in the PHA Administrative Plan for a particular community or any other official document that indicates a community's needs as it relates to housing. Applicants will be asked for justification/documentation of how their projects meet priority needs.

SCORING CRITERIA FOR NEW CONSTRUCTION UNITS:

CRITERIA	MAX. POINTS AVAILABLE
1. Term of Contract Requested	10
2. Site Location	10
3. Design	20
4. Development Experience	20
5. Owner Experience	5
6. Management Experience	5
7. Project Feasibility/Readiness to begin Construction	20
8. Public Purpose	30
TOTAL	120

1. TERM OF CONTRACT REQUESTED	
If applicant is requesting a ten year contract	10
If applicant is requesting a five to nine year contract	5
If applicant is requesting a contract of less than five years	0
2. SITE LOCATION	
Project is located outside an area of high low-income concentration	10
Project is within 1/4 mile of shopping, significant health facility and neighborhood services, or is within 1/4 mile of bus to these services; and is within three miles of a significant health facility	5
3. DESIGN	
If architectural elevations, setbacks, and massing considered acceptable for proposed use and in relation to adjacent land uses by City Planning Department staff; project amenities are appropriate for the planned use*	20
If the proposed project meets most of the above criteria and only slight modifications will be necessary to meet City Planning approval	10
* Project Amenities: If a family housing development, the site plan provides for laundry facilities, recreational facilities on site or such facilities exist within ¼ mile of the project site. If a senior housing development, in addition to the above, units should have access to exterior in form of balconies or first floor patios and interior common	
4. DEVELOPMENT EXPERIENCE	
If applicant has developed 100 or more low-income housing units as primary or cosponsor in the past five years	20
If applicant has developed less than 100 low-income housing units as primary or cosponsor in the past five years	10
5. OWNER EXPERIENCE	
If applicant has 20 or more years' experience in owning affordable rental housing	5
If applicant has 10 to 19 years' experience in owning affordable rental housing	2
If applicant has 20 or more years' experience in owning other types of rental housing	2

If applicant has 10 to 19 years' experience in owning other types of rental housing	1
6. MANAGEMENT EXPERIENCE	
If applicant has 20 or more years' experience in managing and maintaining affordable rental housing	5
If applicant has 10 to 19 years' experience in managing and maintaining affordable rental housing	2
If applicant has 20 or more years' experience in managing and maintaining other rental housing	2
If applicant has 10 to 19 years' experience in managing and maintaining other rental housing	1
7. PROJECT FEASIBILITY/READINESS TO COMMENCE CONSTRUCTION	
If zoning and other required entitlements are approved and 80% of amount of projected construction period or permanent period debt financing required for feasibility is conditionally committed and/or reserved	20
If zoning and other required entitlements are likely to be approved and if less than 80% of amount of projected construction period or permanent period debt financing required for feasibility is conditionally committed and/or reserved	10
8. PUBLIC PURPOSE	
If 75% or more of all units will be restricted to low- or very-low income occupancy	20
If 50% to 74% of all units will be restricted to low- or very-low income occupancy	10
If 25% to 49% of all units will be restricted to low- or very-low income occupancy	5
If other City-identified priority needs* will be met	10

* Priority needs would be those indicated in the PHA Administrative Plan. Applicants will be required to provide justification/documentation of how their projects meet priority needs.

NOTE: No more than 20 points will be given in this category

H. PROPOSAL FORM

Solicitation Number P-004403
Project Based Vouchers

I, we _____ agree to perform the services requested in accordance with the attached Statement of Work for the following:

Agree to bind by the terms and conditions of this solicitation.

References

Please provide the name, address and telephone number of three references for whom the offeror performed work substantially similar to that required by the solicitation. Performance surveys (included in package) must be completed and accompany bids responses in separately sealed envelopes.

1.

2.

3.

List all items, other than the required proposal form and certifications, included as part of the offeror's proposal:

Acknowledgement of Amendments

The offeror hereby acknowledges the receipt of and obligation to perform pursuant to the following addenda to this RFP:

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Binding Contract

The offeror acknowledges and agrees that no contract shall exist until signed by both parties, except that Section F.3 (Proposal Security) shall be binding on the offeror in accordance with its terms prior to the execution of a contract. In addition, until an agreement is signed by both parties, PHA may rescind any recommendation of award and the offeror will be deemed to have waived any and all rights to obtain a contract with PHA or seek damages against PHA.

Name of Offeror: _____

Federal Tax Identification Number _____ (if applicable)

State of incorporation _____ (if applicable)

Philadelphia Business A/C Number _____ (if applicable)

Social Security Number _____ (if offeror is an individual)

Official Address: _____

_____

_____

Signature: _____

Print Name and Title: _____

Date: _____

Witness: _____

_____

PLACE CORPORATE SEAL HERE

IF A CORPORATION

I. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

1. Offeror's Certification Of Eligibility

(a) By the submission of this proposal, the offeror certifies that to the best of its knowledge and belief:

(i) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to be awarded contracts by any agency of the United States Government, HUD, or the State in which this Contract is to be performed;

(ii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to participate in HUD programs pursuant to 24 CFR Part 24;

(iii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Philadelphia or the Philadelphia Housing Authority from doing business with such Department or Agency for the period beginning 5 years prior to the date of this certification;

(iv) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has experienced default or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which it has contracts for the period beginning 10 years prior to the date of this certification;

(v) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning the offeror or any person or firm which has an interest in the offeror's firm under any of the offeror's contracts;

(vi) There has not been a suspension or termination of payments under any HUD contract in which the offeror has a legal or beneficial interest attributable to the offeror's fault or negligence;

(vii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.

(viii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been found by HUD or the Commonwealth of Pennsylvania to be in noncompliance with any applicable civil rights laws.

(ix) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Philadelphia Housing Authority.

(x) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm is an officer or employee or commissioner of the Philadelphia Housing Authority who is prohibited or limited by law from contracting with the PHA.

(xi) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.)

(b) Statements above to which the offeror cannot certify (if any) have been deleted by striking through the words with a pen. The offeror has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which qualify the offeror as a responsible offeror for participation in this project.

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

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

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

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

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

Certifying Agency & Certification Number (if applicable):

_____

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

(i) For the purpose of this definition, minority group members are: (check the block applicable to you)

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

(ii) Certifying Agency & Certification Number (if applicable):

_____

3. Conflict of Interest

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

4. Contingent Fee Representation and Agreement

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

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

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

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

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

5. Certificate of Independent Price Determination

(a) The offeror certifies that –

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

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

(iii) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

(ii)

(1) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

_____

_____

_____

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

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

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

(d) The offeror further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror, but may be grounds for administrative suspension or grounds for consideration by PHA as to whether PHA should decline to award a contract to such an offeror on the basis of a lack of responsibility. If offeror has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, offeror should attach an explanation of the circumstances surrounding that conviction.

(e) [ ] [check if following paragraph is applicable]

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

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

(ii) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid. (See page I-12 for Affidavit form).

6. Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

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

(b) The offeror, by signing its proposal, hereby certifies to the best of his or her knowledge and belief as of _____ __, 20__, that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its proposal, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

(a) The offeror's attention is called to the clause entitled "Equal Employment Opportunity" of Section I of the Terms and Conditions of the Contract.

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

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

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

-

(i) Obtain identical certifications from the proposed subcontractors;

(ii) Retain the certifications in its files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

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

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

8. Clean Air And Water Certification (applicable to contracts exceeding $100,000)

The offeror certifies that (check the block applicable):

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

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

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

9. Drug-Free Workplace Certification

By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $10,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, other than a contract for the procurement of commercial items, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Provide all employees engaged in the performance of the Contract with a copy of the statement required by subparagraph (a) of this provision;

(d) Notify such employees in writing in the statement required by subparagraph (a) of this provision that, as a condition of continued employment on the Contract resulting from this solicitation, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(iii) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under Subdivision (d)(2) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(iv) Within thirty (30) calendar days after receiving notice under subdivision (d)(2) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(1) Take appropriate personnel action against such employee, up to and including termination; or

(2) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(e) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (a) through (d) of this provision.

(f) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(g) In addition to other remedies available to the PHA, the certifications required by this provision concern a matter within the jurisdiction of an agency of the Unites States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

10. PHA Fraud Policy

The offeror certifies that he/she has read the following PHA Fraud Policy, will adhere to it, and is aware of the penalties for failure to comply:

(a) For purposes of this policy, and in concurrence with the PHA Office of Inspector General's (OIG) mandate, "fraud" includes: fraudulent activity by any person employed by or contracting with the PHA; bribery and official

corruption; theft of PHA funds, property or benefits; and serious breaches of integrity. Some examples of activities covered include: extortion/extortion attempts by PHA employees or officials; acceptance or solicitation of bribes; submission of fraudulent documents; employee collusion with contractors or vendors; material misstatements of facts in contracts or documents, relating to services performed or materials provided; bid rigging; and disclosure of confidential information.

(b) Covered Parties

(i) All PHA employees and officials.

(ii) All contractors, subcontractors, vendors and consultants doing business with the PHA -

NOTE: Contractors are responsible for compliance with this Fraud Policy by their subcontractors.

(iii) All owners of housing who receive subsidies from PHA.

(iv) Any other individual or entity doing business with or seeking to do business with the PHA.

(c) Responsibilities

(i) All "covered" parties" must report any type of fraud when they become aware of such activity, and they must cooperate fully with the OIG in any ensuing investigation.

(ii) "Fraud" must be reported to a representative of the PHA's OIG, 1101 Market Street, Suite 1320, Philadelphia, PA 19107, (215) 684-8300.

(iii) Management officials will support the Fraud Policy and ensure compliance with this policy by persons they supervise, and/or individuals and business entities that they deal with.

(d) Penalties For Failure To Report Fraud

Penalties for failure to timely report fraud can include: loss of contract and/or debarment from future contracts by contractors, subcontractors, vendors, and any other individual or entity doing business with the PHA; and other action deemed appropriate by PHA officials.

(e) Confidentiality

All information reported to the OIG is confidential, and the identity of those reporting information to the OIG will be protected.

(f) Whistle Blower Protection

(i) Anyone who provides information to the OIG may not be discharged, demoted or otherwise subject to any adverse action as a result of reporting wrongdoing. Any person who retaliates against someone for reporting wrongdoing may be subject to civil liabilities and penalties.

(ii) PHA Management supports the position that "whistle blowers" will be protected and commended for their honesty and dedication to the PHA.

(g) Authorized Negotiators

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

_____

_____

_____

_____

11. Offeror's Signature

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the information contained in the foregoing certifications and representations is true and correct.

_____
Signature & Date

_____
Typed or Printed Name

_____
Title

NON-COLLUSIVE AFFIDAVIT

(required if Certification & Representation Clause 5(e) is selected)

State of _____

County of _____

_____, being first sworn, deposes and

says: That he/she is _____(president, sole owner, partner,

etc.) of _____ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Philadelphia Housing Authority or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

By _____

Title _____

(Affix Corporate Seal if required)

Subscribed and sworn to before me
this _____ day of _____, 20__.

_____

My commission expires _____

_____.

(Notary Seal Required)

PHILADELPHIA HOUSING AUTHORITY

SECTION J

AFFIRMATIVE ACTION SECTION

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PART I: GENERAL

1.1 POLICY

As a requirement for receiving federal funds, the U.S. Department of Housing and Urban Development ('HUD') requires that the Philadelphia Housing Authority (hereinafter 'Authority') implement an Affirmative Action Contract Compliance Program under Executive Order Nos. 11246, 12432, 12138, 11625, to promote the development of certified Minority Business Enterprises (hereinafter 'MBE'), and certified Women Business Enterprises (hereinafter 'WBE'). This program will also comply with the requirements of Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 d & e, as amended, and HUD Regulations 24 C.F.R. § 85.36(e).

The Authority by this policy affirms its commitment to maximize the utilization of certified MBEs/WBEs in Authority contracts and subcontracts. To this end, the Authority will provide such assistance as will be needed to achieve this goal.

The aim of this policy is to discover and deter any present discrimination by bidders who seek contracts with the Authority. MBE/WBE minimum participation goals (hereinafter 'MPGs') shall be used as a screening device to determine whether discrimination may have occurred. Minimum goals of MBE/WBE participation will be indicated for each contract in the bid documents, and will be based upon availability of certified MBEs/WBEs. The MPGs are a means of determining whether or not a contractor shall be presumed to have engaged in discrimination. If the information furnished is below the MPGs, the bid package shall be subject to further review, in accordance with criteria set forth in this policy, to determine whether or not there was actual discrimination.

1.2 APPLICABILITY

This program shall apply to all nonexempt contracts awarded by the Authority which are connected with federally funded or federally assisted programs. Exemptions are more fully described in Part VI of this program.

1.3 DEFINITIONS

A. AAO: Affirmative Action Officer, Director of the Authority's Affirmative Action Department.

B. *Authority:* Any department, division, unit or office of the Philadelphia Housing Authority, including the Board of Commissioners.

C. BIDS: A quotation, proposal, solicitation or offer by a Bidder or a Proposer to provide labor, materials, equipment, supplies or services to the Authority.

D. BIDDER: Any person or entity that submits a quotation, bid or proposal to provide Labor, materials, equipment, supplies or services to the Authority.

E. BIDDER/PROPOSER AFFIRMATIVE ACTION IMPLEMENTATION PLAN: Schedule of Participation and Binding Commitments Form and other documents submitted by Bidder /Proposer to support their Affirmative Action Plan. These submissions become an enforceable provision of the awarded contract.

F. CERTIFIED: Any business that has, after application to a recognized certifying agency, been determined to be owned, controlled and managed by minority(s), women, or disadvantaged person(s).

G. CERTIFYING AGENCY: Federal, state, local governmental or quasi-governmental agencies or authorities authorized by law to certify MBE/WBE's qualifications in terms of ownership, management and control.

H. COMPLIANCE: A contractor or subcontractor who performs under an Authority contract in accordance with this Affirmative Action Contract Compliance Program shall be determined to be in compliance.

I. CONTRACTS: Any Authority contract which is covered by this Affirmative Action Contract Compliance Program, whether competitively bid or negotiated, including contracts in the following areas:

1. VENDING: for Material, Equipment, Services, and Supplies.

2. CONSTRUCTION: for all types of construction; and

3. PERSONAL AND PROFESSIONAL SERVICES.

J. DEBARMENT: Exclusion from Authority contracting or subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense or failure or the inadequacy of performance.

K. DISCRIMINATION: Any action or pattern of disparate treatment experienced in the solicitation for bids/proposals or in the award of a contract/subcontract because of: Race, Color, Sex, National Origin, Disability, or Religion.

L. EXEMPTION: Any bid/proposal in which the minimum participation goal(s) have been excluded.

M. JOINT VENTURE: A contractual partnership between the prime contractor and a certified minority-owned business enterprise and/or a certified women-owned business enterprise, which must be executed prior to the submittal of the bid/proposal.

N. MINIMUM PARTICIPATION GOAL (MPG): The level of participation of certified MBE/WBEs set by the AAO. MPGs shall reflect the availability of certified MBE/WBEs in the subject area, and the level, which should be attained absent discrimination. MPGs are stated as a percentage. A Bidder/Proposer will not be rejected as not responsible solely because they fail to reach the MPGs.

O. MINORITY BUSINESS ENTERPRISE (MBE): A business enterprise certified as a Minority Owned Business that is owned, managed and controlled by one or more socially or economically disadvantaged person(s). Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such person(s) include, but are not limited to: Blacks/African-Americans, Puerto Ricans and other Hispanics, American Indians/Native Americans, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans, and Asian Indians.

P. OWNED, MANAGED AND CONTROLLED: Possession of at least fifty-one percent (51%) of the ownership of the business. Management and control of the daily for profit business operation or nonprofit organization held by one or more persons who are classified as a member of a minority group or a woman, as defined herein.

1 Q.PRIME CONTRACTOR/CONTRACTOR/BIDDER OR PROPOSER: Any person or business entity that is a party or potential party to a contract with the Authority.

R. RESPONSIBLE: The Bidder's/Proposer's submissions of a written commitment to meet or exceed the MPG set forth in the bid, or in the absence of meeting or exceeding the MPG, a full and complete explanation therefore in accordance with this program.

S. RESPONSIVENESS: The Bidder's/Proposer's submission of (in addition to the submission of any other required documentation), documentary evidence of certified MBE/WBEs who have been contacted and who are to be used on the contract. Documentation must be submitted with the bid/proposal and failure to submit evidence of "Best Efforts" and binding commitments will result in rejection of the bid/proposal and a determination made of non-responsiveness.

T. **WOMEN BUSINESS ENTERPRISE: A business enterprise certified as a Woman Owned Business that is owned controlled and managed by a woman.**

1.4 CERTIFICATION – A LEGITIMATE MBE/WBE

A. **To ensure that only businesses which are owned, managed and controlled in both form and substance by MBE/WBEs are participating in the Authority's Affirmative Action Contract Compliance Program. MBE/WBE businesses, including joint ventures and nonprofit organizations, must be certified by a governmental entity authorized to certify such enterprises.**

B. **MBE/WBE certification shall not be determinative of a Bidder's or Contractor's financial or technical ability to perform specified work. The Authority reserves the right to evaluate the Bidder's/Proposer's, Contractor's or Subcontractor's ability to satisfy financial, technical or other criteria separate and apart from certification before or after bid opening.**

C. **The Authority recognizes that certified MBE/WBEs might be de-certified by the certifying governmental entity. Any business, which has been de-certified, shall not participate in the Authority's Affirmative Action Contract Compliance Program.**

D. **The Authority reserves the right, if there is cause, to refuse a certification provided by a certifying agency.**

1.5 SUBSTITUTION OF CERTIFIED MBE/WBEs

Commitments to certified MBE/WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment is pre-approved by the Authority's AAO. If at any time after a bid/proposal is opened by the Authority, a Contractor is unable to meet the obligations of the Contractor's Affirmative Action implementation Plan, as indicated on the Schedule of Participation and Binding Commitments Form, such Contractor may be required to present for approval to the AAO a substitute implementation Plan.

1.6 GUIDELINES FOR JOINT VENTURING

Joint Venture partnership(s) with either a certified MBE or a certified WBE must meet the following criteria in order to receive credit towards the minimum participation goals (MPGs):

A. **The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.**

B. The MBE/WBE partner(s) must be substantially involved in all phrases of the contract including, but not limited to, the performance, with its own work force, a portion of the onsite work, and administrative responsibilities such as bidding, planning, staffing and daily management.

C. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).

D. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture, however, it will still be required to meet the WBE goal or vice versa.

1.7 CONTRACT LANGUAGE

Authority contracts subject to these procedures shall include language providing that compliance with MBE/WBE provisions have been met, and cooperation with the Authority on contractual matters is material to the Authority's contract. The successful Bidder's/Proposer's Affirmative Action Plan submissions will become an enforceable provision of the contract. Failure to comply with the Authority's Affirmative Action Contract Compliance Program or otherwise comply with the Bidder's/Proposer's submissions, may be grounds for a finding of contractor non-responsibility.

1.8 AMENDMENT

These procedures may be amended as may be necessary. Any amendment shall become effective upon the approval and adoption by the Philadelphia Housing Authority Board of Commissioners.

1.9 SEVERABILITY

The provisions of these procedures are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of these procedures, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of the procedures or their application to other persons.

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5 **PART II: RESPONSIBILITIES**

2.1 AFFIRMATIVE ACTION OFFICER

The AAO reports directly to the General Manager of Contracts/Procurement for the Philadelphia Housing Authority. The AAO is authorized and shall perform functions, which include, but are not limited to:

A. Establish or modify minimum participation goals (MPGs) for Authority contracts based upon the dictates of market availability of certified MBE/WBEs and/or applicable laws and regulations to perform various elements of the contract.

B. The AAO will engage in the review of bid/proposal packages to ensure that the packages provide maximum opportunity for certified MBE/WBE participation and shall have the authority to recommend approval or disapproval of any bid package to ensure compliance with this program.

C. Attend all Pre-bid and Pre-construction meetings.

D. Monitor and audit contractor's performance including site and business office visits to ascertain whether the contractor has discriminated or has practices which have had a disparaging or discriminating effect, and to determine that the certified MBE/WBE is performing its function in accordance with authorized standard industry practices.

E. Maintain participation records and prepare periodic reports that include, but are not limited to the following data:

1. **A summary of contracts awarded specifying the percentage of participation.**
2. **A survey comparing past and current contract participation goals of certified businesses.**
3. **Any relevant recommendation that may enhance efficiency and effectiveness of the Affirmative Action Contract Compliance Program.**

F. For Comprehensive Improvement Modernization Program (hereinafter "CIAP") funded contracts, prepare and report the Authority's MBE/WBE progress on HUD Form #2516 – Contract and Subcontract Activity Report for Public and Indian Housing Programs.

G. Receive, document and evaluate complaints relative to violations of the Affirmative Action Contract Compliance Program.

H. Report findings of discrimination, in writing, to the Executive Director through the General Manager of Contracts/Procurement.

I. Interact with city, state, and federal agencies involved in the administration of certified MBE/WBE programs.

2.2 CONTRACTING OFFICER

A. SOLICITATION – The Authority's Contracting Officer shall actively solicit certified MBE/WBEs to compete for contracting opportunities as Prime/General Contractors.

B. REPORTS – The Affirmative Action Officer shall gather information required to prepare various reports that detail:

1. The original total dollar amount of each contract awarded according to the categories of vending, construction, personal services and professional services, including the total dollar amount of each contract resulting from any contract amendment or change orders subsequent to award.

2. The original total dollar amount of each contract awarded to each certified MBE/WBE as a Prime/General Contractor, as well as the actual dollar amount of each contract including contract amendments or change order(s).

2.3 COORDINATION WITH CONTRACT CONTROL SPECIALISTS

A. The AAO shall coordinate with the Contract Control Specialist for information as may be required in the performance of the AAO function. Such information may include, but is not limited to:

1. Explanation of the elements of the work to be performed under a contract.

2. A reasonable estimate of costs, type(s) and quantity of supplies, materials and equipment required for performance under a contract.

3. A reasonable estimate of employees and their classifications required for performance under a contract.

B. The Authority's Contracting Officer shall also do the following, with or without coordination with the AAO:

1. **Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by certified MBE/WBEs.**

2. **Establish delivery schedules, where the requirement permits, which encourage participation by certified MBE/WBEs.**

3. **Use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department Commerce.**

6 PART III: BIDDER/PROPOSER AFFIRMATIVE ACTION

IMPLEMENTATION PLAN

3.1 GENERAL REQUIREMENTS

Each Bidder's/Proposer's Affirmative Action implementation Plan shall include the following:

A. The business name, address, contact person, telephone number, certification number, certifying agency(s), and Internal Revenue Service Employer's Identification Number (E.I.N.).

B. A description of the work that will be performed by each designated contractor/subcontractor.

C. The date of solicitation, contact person's name, whether contact was by phone or mail, and if a quote was received from the designated MBE/WBE.

D. Confirmation of commitment made as to the level of certified MBE/WBE participation described as a percentage of the total base contract proposal dollar amount and percentage of commitments.

E. If no commitment is made to meet or exceed the stated MPGs, the Bidder/Proposer must provide documentation that the following steps were taken:

1. Requested and attended a briefing and information meeting with the Authority staff designed to explain the Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.

2. Advertised in general circulation, media, trade association publications, and minority/women-focused media concerning subcontracting and supplier opportunities.

3. Participated in Authority sponsored conferences and seminars designed specifically for the promotion of the Authority's Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.

4. Notified certified MBE/WBEs and solicited their participation in the reference contract. The names, addresses, telephone numbers, and contact persons of the firms notified must be provided.

5. **Provided complete information about plans, specifications, and requirements of the contract to interested certified MBE/WBEs.**

6. **Made reasonable efforts to negotiate with certified MBE/WBEs for specific sub-bids. All such contacts must be fully documented. If a sub-bid of a certified MBE/WBE is rejected, the Bidder/Proposer must document and explain the reason for the rejection. Rejection based solely on the initial response from a certified MBE/WBE will not be sufficient to establish non-discrimination and "Best Efforts" toward compliance.**

F. **Attest to the fact that the certified MBE/WBE will perform work, which is necessary and required for contractor to fulfill their obligation under the applicable contract and specification.**

7 PART IV: CONSTRUCTION CONTRACT AFFIRMATIVE ACTION
8 IMPLEMENTATION PLAN

4.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPGs for Specifications/Contracts/Request for Proposals.

(MODERNIZATION FUNDS)

The MPGs which have been set by the AAO as of the date of implementation of this program, are and shall be, until or unless they are revised, as follows:

MBE	WBE
20%	10%

A. **A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPGs. However, a contractor may be considered not responsive if the MPGs are not met and no acceptable justification is offered for a lack of compliance.**

B. **When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their plan which category is being credited.**

C. **A certified MBE/WBE firm bidding as a prime/general contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.**

D. **Certified MBE/WBE subcontractors shall perform at least seventy-five percent (75%) of the cost of the subcontract, not including cost of materials, with their own employees. This provision shall not apply to suppliers or distributors.**

4.2 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIVENESS

A. **Bidders/Proposers must submit information indicating certified MBE/WBE firms, which have been solicited, quotes that have received (solicited and unsolicited), and firms to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid/proposal. Failure to submit the required information is sufficient cause for rejection of the bid as non-responsive.**

B. **Mailings to large numbers of certified MBE/WBEs which are intended to provide notice of a contractor's interest in bidding on a construction**

contract will not be deemed solicitation, but will be treated as informational notification only.

C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, manufacturers or supplies whose work, materials or supplies are within the project scope and are related to project line items or portions thereof, and which the Bidder/Proposer reasonable believes it will choose to subcontract with or purchase from.

D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions, the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.

4.3 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

9 PART V: VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION IMPLEMENTATION PLAN

5.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPGs for Specifications/Contracts/Request for Proposals.

(MANAGEMENT FUNDS)

The MPGs which have been set by the AAO as of the date of implementation of this program, are and shall be until or unless they are revised, as follows:

MBE	WBE
10%	10%

A. A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPGs. However, a contractor may be considered non-responsible if the MPGs are not met, and they are not in compliance with Part III, Section E.

B. When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their Plan which category is being credited.

C. A certified MBE/WBE firm bidding as a prime contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.

5.2 VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIVENESS

A. Bidders/Proposers must complete and submit with the bid/proposal, certified MBE/WBE Schedule of Participation and Binding Commitments Form. Failure to submit these forms with the bid/proposal may result in the bid being rejected as non-responsive.

B. Mailings to large number of certified MBE/WBE's which are intended to provide notice of a contractor's interest in bidding on a vending and personal/professional service contract will not be deemed solicitation, but will be treated as informational notification only.

C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, vendors, manufacturers or suppliers whose services, materials or supplies are

within the scope of work bidded on, and which the Bidder/Proposer reasonably believes it will choose to subcontract with or purchase from.

D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.

5.3 VENDING AND PERSONAL/PROFESSIONAL SERVICE CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder/Proposer has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

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14 PART VI: EXEMPTIONS

6.1 EXEMPTED CONTRACTS

The Authority recognizes that in certain limited circumstances, compliance with this Affirmative Action Contract Compliance Program will not be feasible, nor in the best interest of the Authority or its residents. With the approval of the Executive Director, Contracting Officer and the Affirmative Action Officer, the following contracts may be exempted:

A. A vending contract, for equipment, materials, services and supplies where the total dollar amount of the contract is less than Ten Thousand Dollars ($10,000.00).

B. A construction contract where the total dollar amount of the contract is less than Ten Thousand Dollars ($10,000.00).

C. A professional or personal services contract where the total dollar amount of the contract is less than Ten Thousand Dollars ($ 10,000.00).

D. Any public exigency or emergency contract where the nature of the emergency will not allow for a delay, which would occur from competitive solicitation.

15 PART VII: COMPLIANCE REVIEW

7.1 STANDARDS FOR REASONABLE CAUSE:
16 *AFTER A CONTRACT HAS BEEN AWARDED*

A. The AAO may find that a Contractor is not in compliance with contract requirements for reasons, which include, but are not limited to:

1. **Documentation of information furnished by the contractor, which does not demonstrate that, a certified MBE/WBE is performing the work actually contracted.**

2. **Failure or refusal by a contractor to furnish information requested by the Authority.**

3. **Discovery of information, which is contrary to compliance information previously submitted by the contractor.**

4. **Contractor's failure, neglect or refusal to pay certified MBE/WBE subcontractor(s) for completed and approved work within seven (7) working days after payment by the Authority to the contractor.**

5. **Other facts discovered by the Authority's AAO.**

B. Whenever the AAO determines it has reasonable cause to believe that a contractor is not in compliance or that the contractor has discriminated against certified WBE/MBEs, the AAO shall promptly prepare a written notice to be signed by the Contracting Officer and sent by certified mail to the contractor. The notice shall state the reasons for the AAO's belief that the contractor is not in compliance and/or has discriminated against certified MBE/WBEs. In response to said notice, the contractor shall be required to show cause within seven (7) working days why it should not be found:

1. **In breach of contract, or**

2. **To have discriminated against certified MBE/WBEs.**

C. Based upon information supplied by the contractor, if any, and other documentation and/or information, and with the approval of the General Manager of Contracts/Procurement, the AAO shall proceed expeditiously with an investigatory, evaluative review to clarify the allegations. In the event that the allegations are found to be valid by the AAO, said officer shall notify the Contracting Officer and Executive Director who shall send notification of such finding(s) to the contractor setting forth the appropriate remedial action.

7.2 GOOD FAITH NON-COMPLIANCE

A. In cases where the AAO has cause to believe that a contractor, acting in good faith, has failed to comply with the provisions of the procedures, the AAO with the assistance and involvement of the Authority's Contracting Officer shall attempt to resolve the non-compliance through conciliation and persuasion.

B. In conciliation, the contractor must satisfy the Authority that they have made their "Best Efforts" to achieve the agreed upon participation goals by certified MBE/WBEs. "Best Efforts" on the part of the contractor include:

1. Entering a contractual relationship with the designated MBE/WBE in a timely manner, and fulfilling all contractual requirements.

2. Notifying both the certified MBE/WBEs subcontractor and the Authority's AAO of any problems in a timely manner.

3. Requesting assistance from the AAO in resolving any problems with certified MBE/WBEs.

4. Making every reasonable effort to assist the certified MBE/WBE in the performance of its contract with the Authority.

7.3 WILLFUL NON-COMPLIANCE

A. In cases where the AAO has cause to believe that any Bidder, Proposer, or Contractor has failed to comply with the provisions of these procedures, said officer shall be empowered to conduct an investigation subsequent to written direction of the General Manager of Contracting/Procurement.

B. After affording the Bidder, Proposer or Contractor notice and an opportunity to be heard, the AAO will be authorized to recommend sanctions for each violation of these procedures. Such sanctions may include, but are not limited to:

1. Declare the bid or proposal as non-responsible and the Bidder/Proposer ineligible to receive the award of the contract or any other future contracts.

2. Suspension from doing business with the Authority for a set period of time.

3. Debarment.

4. Withholding of payments under the contract.

5. Other relief the AAO deems necessary, proper, and in the best interest of the Authority.

PART VIII: APPEALS

8.1 STANDARDS OF APPEAL: AFTER THE CONTRACT HAS BEEN AWARDED

A Bidder, Proposer, or Contractor may appeal a decision pursuant to any action taken under the provisions of Part VII: Compliance Review, by filing a written grievance with the AAO. An appeal by the Bidder, Proposer or Contractor under this section shall not stay the AAO's finding(s).

8.2 WRITTEN GRIEVANCE

A. **The grievance shall set forth the reasons supporting it. The grievance shall be filed within ten (10) working days of the date that the finding, recommendation, proposal or other relief becomes effective. Failure to grieve in a timely manner shall be deemed a waiver of said right or breach of the conditions of this policy.**

B. **If a person requests a hearing at the time the grievance is filed, the AAO shall schedule a hearing within seven (7) working days of the date the grievance is filed, unless the person requesting a hearing agrees to a continuance provided it is not contrary to best interest of the Authority to permit the delay. The AAO shall notify in writing, the person filing the grievance, of the date, time and place of the hearing.**

C. **If a hearing is not requested, the AAO shall make a determination and notify the contractor within (7) working days.**

8.3 HEARING

Five (5) working days prior to a scheduled hearing, the AAO shall issue and serve a written notice, together with a copy of the grievance as filed, to all persons named in the grievance. Such persons may be required to appear before a hearing panel at the date, time and place specific in the notice.

8.3.1 PANEL

A. **The Executive Director shall designate a panel of three (3) or more individuals, one (1) of whom will be a member of the Affirmative Action Oversight Committee, to preside at such hearing, and to render a written decision on the grievance.**

B. **A party may request testimony from any person when it is determined that such testimony may assist in the resolution of the grievance. All proceedings will be transcribed and a record shall be maintained.**

C. **Any person or heads of departments named in the grievance may file a written answer to the grievance, and may appear at such hearing in person.**

D. **The panel shall not be bound by the strict rules of evidence prevailing in the courts of law or equity.**

8.3.2 TESTIMONY

A. The testimony taken at the hearing shall be under oath.

B. The parties have a right to request that the notes of testimony be transcribed.

C. Testimony shall be taken by the panel and the person filing the grievance and person (s) and heads of departments named in the grievance shall be given an opportunity to be heard.

8.4 DECISION

A. Within twenty (20) working days after the conclusion of the hearing, the panel shall render a written decision as to the validity of the grievance, as well as an appropriate recommendation.

B. A copy of the decision shall be sent by U.S. certified mail, returned receipt requested, to the grievant.

8.5 EFFECT OF A PENDING DECISION

Pending a decision by the panel, the Philadelphia Housing Authority's Executive Director may stay any action pertaining to the grievance, if such stay is determined to be in the best interest of the Authority.

The Philadelphia Housing Authority Board of Commissioners shall appoint an Affirmative Action Oversight Committee to monitor and evaluate the implementation and administration of the Affirmative Action Contract Compliance Program. The Oversight Committee shall have as its membership, at least one (1) member of the Board of Commissioners, Executive Director, General Counsel, and other individuals from the Authority's community at large. The Committee will prepare periodic reports for the Board and address related issues as requested by the Board of Commissioners.

SCHEDULE OF PARTICIPATION
"CERTIFICATION OF BEST EFFORTS"

Specification Number:_____ **Name of Bidder:**_____

MBE/WBE	Detailed Description of Work	M/WBE PARTICIPATION		
		DOLLAR AMOUNT $	PERCENT	
			MBE%	WBE%
NAME:				
ADDRESS:				
PHONE NO:	YES NO ☐ ☐ Will any of this work be subcontracted by the M/WBE? (See Note #3) ☐ ☐ Will bidder assist M/WBE with any of this work? (See Note #4)			
IRS ID#:				
CERT. NO.:				
CERT. AGCY:				
NAME:				
ADDRESS:	YES NO ☐ ☐ Will any of this work be subcontracted by the M/WBE? (See Note#3) ☐ ☐ Will bidder assist M/WBE with any of this work? (See Note #4)			
PHONE NO.:				
IRS ID#:				
CERT. NO.:				
CERT AGCY:				

DUPLICATE THIS FORM IF YOU ARE LISTING MORE THAN TWO (2) M/WBE SUBCONTRACTORS

PLEASE NOTE:

1. A binding commitment must have been achieved with the M/WBE for the detailed work and dollar amount stated on this form.
2. M/WBE listed above must be certified by a certifying agency in order to be credited towards the required minimum participation goals.
3. If the M/WBE intends to subcontract more than 10% of the work detailed on this form, such subcontractors, description of work, and dollar amount must be listed on a duplicate copy of this form.
4. If the bidder plans to supply the M/WBE with materials, personnel or equipment, such assistance must be listed on this form in the block marked "Detailed Description of work."
5. Any change to this schedule (the named M/WBE, description of work, or dollar amount) must be approved in advance by the Affirmative Action Officer (AAO).

SCHEDULE OF BINDING COMMITMENTS WITH MINORITY AND WOMEN OWNED BUSINESSES
"CERTIFICATION OF BEST EFFORTS"

Specification Number: _____ **Name of Bidder:** _____

NAME OF CERTIFIED MINORITY/WOMEN OWNED FIRMS* (INCLUDE CONTRACTING AGENT'S NAME)	TYPE OF CONTRACT WORK SPECIFY CONSTRUCTION, INSTALLATION, SUPPLY, ETC.	TOTAL DOLLAR AMOUNT OF PARTICIPATION	PERCENTAGE OF TOTAL PARTICIPATION	
			MINORITY OWNED BUSINESSES	WOMEN OWNED BUSINESSES

***Bidder's are hereby notified that all firms listed above will be contacted to verify their level of participation.**

Signature: _____

Name: _____

Title: _____

DOCUMENTATION OF BEST EFFORTS

Specification Number:_____ **Name of Bidder:**_____

CERTIFIED MINORITY/WOMEN OWNED BUSINESSESES UNAVAILABLE TO PARTICIPATE IN THE CONTRACT.

List below the name of all certified minority/women owned businesses whose interest in the contract were solicited, but who were unavailable to work on this project or were unable to prepare a quote. State the reasons for the unavailability of certified minority/women owned businesses. In order to facilitate verification and avoid delays in contract awards, it is requested that each business listed below be identified on the "Affidavit of Unavailability of Certified Minority/Women Owned Businesses" (Page K-28).

INFORMATION AND ASSISTANCE PROVIDED TO CERTIFIED MINORITY/WOMEN OWNED BUSINESSES.

Include names and addresses of all certified minority/women owned businesses that you provided with plans, specifications, and requirements of the contract. Detail all assistance you provided to interested certified minority/women owned businesses and all your efforts at negotiation for specific sub-bids, and include any advertisements soliciting their participation.

I do hereby attest that I have exerted best efforts, but have been unable to obtain the required minimum participation goals for the following reason: *

_____

Company Name

_____

Specification Number

_____

Name (Signature)

_____

Title

***You may attach supplemental pages and documentation if necessary.**

17 AFFIDAVIT OF UNAVAILABILITY OF CERTIFIED MINORITY/WOMEN OWNED BUSINESSES

Specification Number: _____ **Name of Bidder:** _____

I, _____, do hereby attest that

I was offered an opportunity to bid on the contract for:

_____

(Description of Contract)

by _____

(Name of Prime Bidder)

but was unavailable to participate/unable to prepare a quote (strike inappropriate phrase) for the following reasons:*

_____

Name of Certified Minority/Women Owned Business

_____

Address and Phone Number

_____

Signature of Principal of Certified Minority/Women Owned Business

_____

Title

_____

Certifying Agency and Number

*You may attach supplemental pages and documentation if necessary.

GUIDELINES FOR JOINT VENTURING

BETWEEN A PRIME CONTRACTOR AND A CERTIFIED MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE

If a Prime Contractor has made arrangements to enter into a joint venture partnership with either a certified MBE or WBE, the following criteria must be met in order to receive credit towards the minimum participation goals (MPGs):

A. **The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.**

B. **The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with it own work force, a portion of the on-site work, and administrative responsibilities such as bidding, planning, staffing and daily management.**

C. **The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).**

D. **If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture. However, it will still be required to meet the WBE goal or vice versa.**

18 JOINT VENTURE QUESTIONNAIRE

If you intend to receive credit towards the minimum participation goals (MPGs) by entering into a joint venture partnership with a certified MBE/WBE, you must complete this questionnaire and submit it along with your bid/proposal.

1. NAME OF THE JOINT VENTURE_____

2. ADDRESS OF THE JOINT VENTURE _____

_____

3. TELEPHONE NUMBER ( ) _____

4. CONTACT PERSON & TITLE _____

_____

5. IDENTIFY BELOW ALL OF THE FIRMS WHICH COMPRISE THE JOINT VENTURE PARTNERSHIP(S). IDENTIFY WHETHER THE FIRM IS A CERTIFIED MBE/WBE. INCLUDE CERTIFICATION NUMBER AND AGENCY WHERE APPLICABLE, AND INDICATE THE PERCENTAGE OF JOINT OWNERSHIP INTEREST.

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

6. **DESCRIBE, IN DETAIL, THE BUSINESS PURPOSE OF THE JOINT VENTURE PARTNERSHIP AND THE ROLE OF EACH FIRM IN THE JOINT VENTURE. INCLUDE INFORMATION REGARDING DAILY MANAGEMENT, BIDDING, PLANNING, ON-SITE WORK, AND STAFFING. ATTACH SUPPLEMENTAL PAGES IF NECESSARY.**

_____

_____

7. **ATTACH A COPY OF THE JOINT VENTURE AGREEMENT.**

Any changes to the joint venture agreement attached hereto or to this questionnaire, including changes in any of the arrangements described herein, must be approved in advance by the Authority's Affirmative Action Officer.

Each undersigned does hereby attest that the foregoing statements are true and correct.

NAME OF FIRM	NAME OF FIRM
SIGNATURE OF FIRM'S AUTHORIZED AGENT	SIGNATURE OF FIRM'S AUTHORIZED AGENT
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE

PHILADELPHIA
HOUSING
AUTHORITY

SECTION 3 POLICIES AND FORMS

REVISED APRIL 2012

Philadelphia Housing Authority
Building Beyond Expectations

INTRODUCTION

This Policy Statement and Forms Package:

- Sets forth the policy, goals, and preferences of the Philadelphia Housing Authority ("PHA") in the administration of its Section 3 program, which is intended to ensure that employment and other economic opportunities generated by certain financial assistance provided by the U.S. Department of Housing and Urban Development ("HUD") shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, and to business concerns which provide economic opportunities to low- and very low-income persons;
- Summarizes the standards and procedures to be followed to ensure that the objectives of Section 3 are met that are set out in 24 C.F.R Part 135;
- Provides the guidelines for contractors to follow; and
- Contains forms for contractors to demonstrate compliance.

Special emphasis is given to hiring residents of PHA communities. The requirements and forms follow.

For more information visit HUD's website at:
http://www.hud.gov/section3

or visit PHA's website at:
http://www.pha.phila.gov/section3jobs

Educational workshops for residents, vendors and prospective businesses are available. Workshops include Section 3 Policies and Procedures, as well as Contracting Process review. Sessions and times can be found at:
http://www.pha.phila.gov/business-opportunities.aspx

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STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons." Section 915 of the Housing and Community Development Act of 1992 sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The priority in which individuals and businesses should be recruited and solicited for employment and other economic opportunities generated from HUD-assisted activities.

The HUD regulations at 24 C.F.R Part 135 set forth the requirements of the Section 3 program. The PHA's Section 3 policy is explained in this Policy. The PHA's Section 3 procedures and policies may be amended periodically by the Executive Director or his/her designee to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on practice and experience.

DEFINITIONS

The applicable definitions for PHA's Section 3 program are the same as those set out in HUD's regulations at 24 C.F.R 135. Some of the more relevant terms considered in PHA's administration of the policy are:

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE. All employment opportunities generated by the expenditure of Section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in 24 C.F.R. § 135.3(a)(1)).

COMMUNITY. Area within one-half (1/2) mile radius of propose Section 3 Covered Activity.

HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE. Any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing nd Community Developments Act of 1974, as amended. Housing and Community Development Assistance does not include financial assistance provided through a contract of insurance or guaranty.

NEW HIRES. Full-time employees hired for permanent, temporary, or seasonal employment opportunities. Building trades personnel are new hires at the start of each construction project.

OTHER HUD PROGRAMS. HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for Section 3 Covered Projects.

PHA PRE-APPRENTICESHIP PROGRAM Program sponsored by PHA in which its residents participate in union-exam preparation course in construction skills.

RESIDENT OWNED BUSINESS (ROB). A business concern (a) at least 51% owned by one or more public housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals.

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

SECTION 3 BUSINESS CONCERN. A Section 3 Business Concern is a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed:

1. That is fifty-one (51 % or more owned by Section 3 Residents; or

2. Whose permanent, full-time employees include persons, at least 30% 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% 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 CLAUSE. The contract provisions set forth in 24 C.F.R § 135.38.

SECTION 3 COVERED ACTIVITY. Any activity which is funded by Section 3 Covered Assistance including public a housing assistance.

SECTION 3 COVERED ASSISTANCE.

- Public and Indian housing development assistance provided pursuant to Sections 5, 9, and/or 14 of the 1937 Act;
- Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
  (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
  (ii) Housing construction; or
  (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

SECTION 3 COVERED CONTRACT. A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. "Section 3 Covered Contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 C.F.R. Chapter 1). "Section 3 Covered Contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

SECTION 3 COVERED PROJECT. The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

SECTION 3 JOINT VENTURE. An association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

(i) is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

SECTION 3 RESIDENT.

(1) A public housing resident; or

(2) An individual who resides in Philadelphia County and who is:

(i) A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area ("AMT") on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

GOAL STATEMENT

The numerical goals established in this section represent minimum numerical targets.

It is the PHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

TRAINING AND EMPLOYMENT. The numerical goal set forth below apply to new hires, and economic opportunity levels for Section 3 residents. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 Residents, to the greatest extent feasible, should be made at all job levels.

(1) Numerical goals for Section 3 Covered Public and Indian Housing programs. PHA contractors and subcontractors may demonstrate compliance with this part by committing to employ Section 3 Residents as 30% of the aggregate number of New Hires, and;

(2) For construction contracts and assignments that are site based or Community specific, PHA contractors and subcontracts, will demonstrate compliance by ensuring that 50% of all Section 3 New Hires are residents of the Community, and;

(3) For construction contracts and assignments, PHA contractors and subcontracts, will demonstrate compliance by ensuring that 20% of all contract wages are paid committed to employ Section 3 Residents working on Section 3 Covered Activity.

CONTRACTS. The numerical goals set forth below apply to contracts awarded in connection with all Section 3 Covered Projects and Section 3 Covered Activities. PHA and each of its contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

(1) At least 10% of the total dollar amount of all Section 3 Covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least 3% of the total dollar amount of all other Section 3 Covered Contracts.

PHA or its contractor may contract directly with a Section 3 Business Concern or contract with contractors that subcontract to a Section 3 Business Concern. In either case, PHA's preference is to give priority to business concerns that employ PHA residents from the property in which the work is being performed.

OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities or make cash contributions to train and employ Section 3 Residents or to contribute to a Section 3 compliance fund which provides other economic opportunities. PHA has established the following minimum threshold requirements for contribution to funds that provide other economic opportunities:

1. For trade, construction and rehabilitation work, the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications to price;

2. For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications to price.

Refer to page 15 for additional details of Other Economic Opportunities

PHA PREFERENCE TIERS

For training and employment opportunities:

(a) Order of providing preference. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (category 2 residents);

(iii) Participants in DOL Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);

(iv) Other Section 3 residents of Philadelphia.

For contracts:

(a) Order of providing preference. Recipients, contractors and subcontractors 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 paragraph (a) of this section.

(1) Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to award contracts to Section 3 Business Concerns in the following order of priority:

(i) Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees (category 2 businesses); or

(iii) Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 3 businesses), or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

PHA's preference is to ensure that as many PHA residents as possible are employed. In an effort to further that goal, PHA has created the following preference tier structure to assist it in evaluating Section 3 performance.

Vendors demonstrating Section 3 compliance or planned compliance at the contract bid process will be allocated additional Section 3 points, and therefore a potential higher overall score than those not in compliance. As such, we strongly encourage all contractors to comply with the highest Tier by hiring PHA Section 3 Residents at the site where work is being performed.

If the contractor demonstrates to PHA's satisfaction the inability to hire at the site, PHA's next preference is for the contractor to hire residents from other PHA properties. If the contractor cannot meet its Section 3 goal in this manner and needs to move to lower tiers, that contractor must document this inability to comply with the preference and the need to move to another tier.

TIER I

The contractor can meet Tier I status by:

(1) Hiring Section 3 PHA Residents from the site where services are to be performed;

(2) Hiring Section 3 PHA Residents from another PHA subsidized property;

(3) Hiring non-PHA Section 3 Residents from the PHA Pre-Apprentice Program or DOL Youthbuild Program; or

(4) Hiring non-PHA Section 3 Residents from Philadelphia County.

TIER II

If the contractor cannot meet Tier I, it may meet Tier II by:

(1) Contracting directly with a Resident Owned Business whose full-time, permanent workforce or a Section 3 Business Concern of which the full-time, permanent workforce includes persons, at least 30% of whom are PHA residents from the site where the work is being performed;

(2) Contracting directly with any other Section 3 business whose full-time, permanent workforce includes at least 30% PHA residents from the site where the work is being performed;

(3) Contracting directly with a Resident Owned Business whose full-time, permanent workforce includes at least 30% PHA residents from other PHA properties;

(4) Contracting directly with a Section 3 business concern that is 51% or more owned by Section 3 Residents and whose full-time, permanent work force includes persons, at least 30% of whom are PHA residents from other PHA properties;

(5) Contracting directly with a Section 3 business concern whose full-time, permanent workforce includes persons, at least 30% of whom are PHA residents from other PHA properties;

(6) Contracting directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 Residents;

(7) Contracting directly with a Section 3 business concern owned by Section 3 Residents whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 Residents;

(8) Contracting directly with other Section 3 business concerns whose full-time, permanent workforce includes persons, at least of 30% of whom are Section 3 Residents;

(9) Contracting directly with a Resident Owned Business regardless of the number of Section 3 Residents employed;

(10) Contracting directly with a Section 3 business concern which is majority owned by Section 3 Residents;

(11) Subcontracting with Section 3 business concern that involves the PHA Pre-Apprentice or DOL Youthbuild Program;

(12) Using a Section 3 business concern that meets Section 3 requirements as a subcontractor(s) dollar value for a minimum of 25%; or

(13) Forming a Section 3 Joint Venture.

TIER III

If the Contractor cannot comply with Tier I or II, it may provide other economic opportunities to train and employ Section 3 Residents or to contribute to a fund which provides other economic opportunities. The PHA has established the following minimum threshold requirements for contribution to the fund that provides other economic opportunities:

For trade, construction and rehabilitation work, the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;

For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications.

Refer to page 15 for additional details of Other Economic Opportunities

SECTION 3 COMPLIANCE REQUIREMENTS

I. HIRING

A. Background

The Section 3 regulations provide that contractors and subcontractors demonstrate compliance by employing Section 3 Residents as 30% of the aggregate number of new hires.

New hires are defined as full-time employees hired for permanent, temporary, or seasonal employment. Building trades personnel are considered to be new hires at the start of each construction project.

A contractor is required to hire only when a new hire is needed to perform the work. If no new hires are needed, vendors must pursue other avenues of compliance as set forth in PHA's preference tier structure. Additionally, PHA also has an overall employment goal that 30% of all new hire hours be assigned to Section 3 residents. Contractors should give serious consideration to hiring Section 3 Residents for work on other than Section 3 Covered Projects.

The Section 3 Regulations, at 24 C.F.R Part 135, require that, in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:

1. Residents of the development or developments where the covered assistance is expended.

2. Residents of other developments managed by PHA.

3. Participants in PHA's Preapprentice Program or DOL's Youthbuild Program in Philadelphia.

4. All other low- and very low-income persons within Philadelphia County.

In situations where a new hire is needed, a contractor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 Resident is identified, that Section 3 Resident will be required to submit evidence of Section 3 status to PHA, contractor or subcontractor, through the use of **Form 6- Certification For Resident Seeking Section 3 Preference In Training and Employment.**

PHA requires a preference for hiring from the development where work is

being performed. However, PHA will not require a vendor to hire from the development at the work site if:

a) A pre-identified list of Section 3 Residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.

b) The contractor's workforce is adequate to do the job and no new hiring is needed.

B. Compliance

As part of each bid or proposal submitted, the respondent must document their workforce by position and trade. Such information will be reviewed as part of all bid proposals, and then verified at the commencement of the contract or task order. PHA will conduct periodic quality assurance checks to verify continued compliance.

Contractors will be required to submit documentation in the form of FTE/Section 3 certified payroll form submitted monthly that clearly identify the Section 3 hires, hours, and positions.

Contractors must comply with the Section 3 requirement throughout the life of the contract. PHA will periodically audit this information and failure to comply with the monthly submittal of the FTE/Section 3 certified payroll form shall result in the delay of payment.

PHA residents regardless of their income are considered Section 3 Residents. Contractors employing PHA residents must retain documentation that demonstrates any PHA residents hired to meet Section 3 employment goals are:

a) identified on the lease of the household; and

b) able to provide to the contractor or subcontractor the client number for the household where PHA residency is claimed. This client number must appear on forms submitted by the vendor to verify a Section 3 hire.

If a Section 3 Resident is employed for less than the duration of the job commitment contractors must ensure that the overall economic opportunity thresholds are met, at the following amounts:

a) 5% of the actual contract amount if a construction contract (3% for non-construction) is allocated toward economic development and opportunity, through direct employment, or

other qualifying commitments (**Refer to Page 15 for additional details of Other Economic Opportunities**).

Non-PHA households claiming Section 3 status must be prepared to submit evidence of income and residency in Philadelphia County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements through the use of the Resident Affidavit (Form 6).

II. CONTRACTING

A. Background

The Section 3 regulations, at 24 C.F.R Part 135, provide that the PHA, its contractors and subcontractors must demonstrate compliance by awarding contracts to Section 3 business concerns or to persons who contract with those firms.

PHA's contracting goals require that Section 3 firms receive at least:

a) 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or building trades work arising in connection with housing rehabilitation, housing construction and other public construction; or

b) 3% of the total dollar amount of all other Section 3 covered contracts.

Goals apply to the entire amount of Section 3 covered assistance awarded to PHA in any calendar year, January 1st to December 31st. PHA's goals apply to the total dollar amount of each contract , task order, or purchase order.

PHA is required to ensure that contracts awarded to contractors that provide training or hiring do provide training, employment and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

Efforts shall be directed to award contracts to Section 3 business concerns in the Tiers discussed in the preceding pages.

All recipients of contracts must participate in an annual Section 3 training event held by PHA. This training event is to present compliance requirements by all contractors. A principal, officer, or Section 3 compliance officer must attend on the behalf of the contractor.

B. Compliance

Business Concerns claiming Section 3 status based on ownership and workforce or only on workforce must meet that status at the time the bid or proposal is submitted to PHA, and shall be required to provide evidence of that status.

Anyone claiming to be a Section 3 Resident or business concern shall be required to provide evidence of that status.

A business concern need not hire Section 3 Residents to be considered a Section 3 business if:

a) the business concern is 51% or more owned by a Section 3 Resident; or

b) the business concern's workforce consists of sufficient numbers of Section 3 Residents to qualify the vendor as a Section 3 business (30% or more of the full time, permanent workforce consists of Section 3 Residents, or persons who were Section 3 Residents within 3 years of first employment); or

c) the business concern subcontracts more than 25% of the contract amount to Section 3 business concerns.

After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the PHA preference tier for hiring (shown previously in Tier I).

If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the PHA as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit by PHA.

A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 C.F.R, Part 135. Prime or subcontractors must submit documentation (including work force composition data) as part of any bid, quote, or proposal submitted to the PHA. Additional documentation is required for joint-ventures.

Firms that claim Section 3 business status by subcontracting to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep

such records on file and available for review by the PHA. Such documentation must also be submitted as part of any bid, quote or proposal.

Subcontractors identified by any prime contractor claiming Section 3 status must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply cannot claim Section 3 status by further subcontracting.

To meet Section 3 contracting goals, PHA is permitted to contract with an association of firms at least one of which meets the PHA's definition of a Section 3 Business Concern. Compliance requirements for joint-ventures are discussed below.

Joint-ventures are subject to the following documentation requirements:

1. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the PHA. In order for PHA to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.

2. The joint-venture agreement must reference a completed and fully executed joint venture certification, as provided by the PHA, which must also be attached to the joint venture agreement as an exhibit.

3. PHA requires that the Section 3 joint-venture partner is a bona-fide Section 3 business, therefore the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.

4. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.

5. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

III. OTHER ECONOMIC OPPORTUNITIES IN LIEU OF TIERS I AND II

If a contractor cannot meet requirements of Tier I or II, it may provide other opportunities.

A. Contract Values

For contracts or purchase orders valued at $100,000 or more, other economic opportunities may only be used where a vendor cannot comply with the hiring or subcontracting goals set forth in the Preference Tier structure. For contracts valued under $100,000, other economic opportunities may be used at any time. For such contracts valued under $100,000, firms may still comply by hiring or subcontracting but are not required to propose these options or provide the reasons why they cannot hire or contract to meet the Section 3 requirements.

B. Economic Opportunities:

1. **Internships** – the vendor may provide youth and/or adult internship or externship opportunities for PHA residents. The value of the internship or externship must equal or exceed the threshold requirements established in **C.** below.

2. **Part-Time Employment** - vendors may provide part-time work for PHA residents. The hours of part-time work when converted to dollars must equal or exceed the threshold requirements established in **C.** below.

3. **Training Related** – vendors may provide paid training opportunities for PHA residents (especially on-the-job training). Opportunities should fall under one or more of the following categories:

   (a) Life skills/job-based skills - budgeting, resume writing, interview techniques, etc.;

   (b) Employment skills – applied training such as forklift operation or truck driving training;

   (c) Business development – entrepreneurship and small business training skills.

4. **Scholarships for PHA residents** -- the vendor may contribute to a PHA Resident Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for PHA residents.

5. **Daycare/Transportation** to support PHA residents who are working or are in training or education programs -- the vendor may contribute to the daycare/transportation fund. The funds will be used to pay day care providers or provide SEPTA cards or stipends exclusively for PHA residents. The daycare/transportation fund will be administered by a third party service provider under a cooperative agreement with the PHA.

6. **Community-based contribution** – such as the "WorkReady Philadelphia" program.

7. **PHA Capital fund contribution** – contribution towards the PHA Capital fund.

C. Threshold requirements for other economic opportunities:

PHA has established the following minimum threshold requirements for use of other economic opportunities:

1. For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;

2. For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications

IV. BID OR PROPOSAL EVALUATION

Vendors who fail to address Section 3 requirements may be deemed nonresponsive. To avoid being nonresponsive, the proposal or bid documents submitted to the PHA must include the Contractor's Affidavit and Compliance Commitment, and all applicable attachments and supporting documentation, supporting claims of compliance by hiring, contracting, or other economic opportunities, in the proposal or bid documents submitted to the PHA.

A vendor who fails to address Section 3 requirements sufficiently may receive a written notice from the PHA specifying the defects in the Section 3 information. Vendors receiving such notice will be given no more than 5 business days to address the deficiencies and provide all required documents. Failure to respond within the 5 days will result in PHA declaring the bidder or respondent non-responsive. The contact or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is qualifications based procurement, PHA will award to the firm that is the next highest ranked.

In evaluating proposals, PHA will give credit to firms that employ Section 3 Residents that are not new hires and that will be assigned to the Section 3 Covered Project for which the proposal is submitted.

APPENDIX A

SUGGESTED EXAMPLES OF EFFORTS TOWARDS SECTION 3 COMPLIANCE

Following are acceptable methods that, when documented, assist in compliance with Section 3:

1. Consulting with State and local agencies administering training programs, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for a contractor's or subcontractor's training and employment positions.

2. Advertising the jobs to be filled through the local media.

3. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably a Section 3 Business Concern) that will undertake efforts to match eligible and qualified Section 3 Residents with the training and employment positions that he contractor intends to fill.

4. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 Residents in the building trades.

5. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to housing developments where category I or category 2 persons reside.

6. Entering into "first source" hiring agreements with organizations representing Section 3 Residents.

7. Contacting resident council, resident management corporations, or other resident organizations, where they exist, in the housing developments where low income persons reside, to request the assistance of those organizations in notifying residents of the training and employment positions to be filled.

8. Sponsoring a job information meeting to be conducted at a location in the housing developments where low income persons reside or in the neighborhood or service area of the Section 3 covered project.

9. Arranging assistance in conduction job interviews and completing job applications for residents of the housing developments where low income persons reside and in the neighborhood or service area in which a Section 3 project is located.

10. Arranging for a location in the housing developments where low income persons reside, or the neighborhood or service area of the project, where job applications may be delivered and collected or where job interview can be conducted.

11. Where there are more qualified Section 3 Residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.

12. Undertaking continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

APPENDIX B

EFFORTS TO AWARD CONTACTS TO SECTION 3 BUSINESS CONCERNS THAT DEMONSTRATE COMPLIANCE WITH THE "GREATEST EXTENT FEASIBLE" REQUIREMENTS OF SECTION 3

1. In determining that responsibility of potential subcontractors, consider their record of Section 3 compliance as evidence by past actions and their current plans for the pending subcontract.

2. Contacting business assistance agencies, minority contractors' associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

3. Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitation or request for proposals.

4. Following up with Section 3 Business Concerns that have expired interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.

5. Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.

6. Advising Section 3 Business Concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

7. Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.

8. Where appropriate, breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Business Concern.

9. Advertising subcontracting opportunities through trade association papers and newsletters, and through other local media, such as newspapers of general circulation.

10. Developing a list of eligible Section 3 Business Concerns.

FORMS – PRIOR TO BID

The following forms should be submitted prior to or at the time of a bid in anticipation of receiving a contract award to document Section 3 efforts and compliance.

Form 1 – Existing Employee List. This list identifies who will work on the PHA project. Any workers added after initiation of work will be assumed to be new hires.

Form 2 – Hiring Plan. This form requires the contractor to specify all positions anticipated to be involved in work. Included is a narrative statement regarding plans.

Form 3 – Hiring and Contracting Goals Narrative. This form is used to describe the efforts made in order to comply with Section 3 Hiring and Contracting goals.

Form 4 – Contracting Plan Worksheet. This form lists each contract to be used and applies Section 3 and other criteria to the contracts.

Form 5 - Subcontractor Activity. This form applies if subcontracting will be performed. Subcontractors will be listed, along with Section 3 information.

***Form 6** – Resident Affidavit. This form is to be filed out for each Section 3 Resident currently hired or hired in the future.

***Form 7** – Section 3 Business Concerns. This worksheet provides backup information regarding Section 3 Business Concerns involved in performance of work.

Form 10 – Utilization Plans. If Tier 3 is selected, contractors shall provide the information in this form.

***Only complete forms if requesting Section 3 Business Concern Preference in proposal evaluation**

FORMS – DURING CONTRACT

The following forms should be submitted after a contract is issued or during the contract lifespan as required (such as personnel changes) to document Section 3 efforts and compliance:

Form 6 – Resident Affidavit. This form is to be filed out for each Section 3 Resident currently hired or hired in the future.

Form 7 – Section 3 Business Concerns. This worksheet provides backup information regarding Section 3 Business Concerns involved in performance of work.

Form 8 – Employee Termination Tracking Form. This form collects information on termination of Section 3 Residents.

Form 9 – Resident and Business Concern Affidavit. This affidavit is to be executed by the Contractor and/or subcontractor to demonstration Section 3 qualifications.

Form 11 -FTE Report. This document tracks employees, trades, hours worked, and projects. This form should be completed monthly for construction projects and quarterly for non-construction projects.

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FORM – 1
EXISTING EMPLOYEE LIST

A. PROJECT NAME AND LOCATION:_____

B. DEVELOPER/CONTRACTOR /APPLICANT:_____ C. DATE: _____

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY NUMBER (LAST 4 DIGITS)	JOB CATEGORY/TRADE

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FORM – 2 HIRING PLAN

JOB CATEGORY (A)	Total # of Expected EMPLOYEES in each category (B)	Total # of Expected HOURS in each Category (C)	Total # of Expected NEW HIRES in each category (D)	Total # of Expected SECTION 3 NEW HIRES in each category (E)	Total # of Staff Hours for Section 3 Employees and Trainees (F)	% of Total Staff Hours for Section 3 Employees and Trainees (G)	Total # of Section 3 Trainees (H)	Expected HIRE DATE(S) of new hires by category (note: there could be more than one date in each category (I)
Professionals:*								
Technicians: **								
Office/Clerical								
Construction Work by Trade								
Trade:								
Trade:								
Trade:								
Other:								
Other:								
Other:								
Other:								
Totals: (G)								

FORM – 2 (CONT'D)

All awarded contractors who have selected to meet their Section 3 requirement through Tier I – Hiring must complete and submit this form to PHA's Compliance Division.

Prime Contractor's Name _____ Contract # _____ PO # _____

JOB TITLE	**PAY RATE** (PER HOUR, YEAR, ETC.)	**APPROXIMATE HIRE DATE**	**LENGTH OF HIRE** (MONTHS)

FORM – 3
EFFORTS TO COMPLY WITH SECTION 3
HIRING AND CONTRACTING GOALS
NARRATIVE

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals.

CONTRACTING PLAN (if applicable) **FORM-4**

List Each and Describe Briefly Subcontractor (A)	Approximate Dollar Value (B)	Construction (C) or Non-Construction (NC) (C)	Section 3 Business Concern (Y/N) (D)	Ethnic Racial Code (E)	Female Owned/ Minority Owned Business (Y/N) (F)
1.	$				
2.	$				
3.	$				
4.	$				
5.	$				
6.	$				
7.	$				

Ethnic/Racial Codes:

1. White American
2. African American
3. Native American
4. Hispanic American
5. Asian Pacific American
6. Hasidic Jew

SUBCONTRACTOR ACTIVITY REPORT (if applicable)

FORM-5

Contract Number: (A)	HUD Funding Source: (B)	Date: (C)
Contractor: (D)	Address:	
Project Name and Location: (E)	Actual Construction Start Date: (F)	

Name of Subcontractor Complete Address and Tax I. D. Number (G)	Amount of Contract (H)	Ethnic/Racial Code (I)	Gender Code (J)	Section 3 Business Concern (Y/N) (K)	Type (s) of Services Provided (Including Supplies) (L)	Anticipated Start and Completion Date: (M)
#:	$					From: To;
#:	$					From: To:
#:	$					From: To;
#:	$					From: To:
#:	$					From: To:

Ethnic/Racial Codes:

1. White American
2. African American
3. Hispanic American
4. Asian Pacific American

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CERTIFICATION FOR RESIDENT SEEKING SECTION 3 PREFERENCE IN TRAINING AND EMPLOYMENT (if applicable)
FORM-6

I, _____, am a legal resident of the City of Philadelphia, and meet the income eligibility guidelines for a low- or very-low-income person as published on the next page.

My permanent address is:

_____

_____

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

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Other evidence

My social security number is: _____

I have a family size of _____ and my total annual income for the prior calendar year (2010) was $_____.

I understand that the information above relating to the size and annual income of my family may require verification. I agree to provide upon request documents verifying this information and I authorize my employer to release information required for HUD or the PHA to verify my status as a Section 3 Resident.

Under penalty of perjury, I certify that I have voluntarily provided the above information in conjunction with employment on a HUD related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

Signature _____

Print Name _____ Date _____

SECTION 3 INCOME LIMITS **(Effective 5/31/11)**

All residents of public housing developments of the Philadelphia Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Philadelphia, who meet the income limits set forth below, can also qualify for Section 3 status.

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

Eligibility Guideline		
Number in Household	**Very Low Income**	**Low Income**
1 individual	$ 28,150	$44,950
2 individuals	$ 32,200	$51,400
3 individuals	$ 36,200	$57,800
4 individuals	$ 40,200	$64,200
5 individuals	$ 43,450	$69,350
6 individuals	$ 46,650	$74,500
7 individuals	$ 49,850	$79,650
8 individuals	$ 53,100	$84,750

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AFFIDAVIT FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

(if applicable) **FORM-7**

The undersigned, being first duly sworn, on oath represents, warrants, certifies, deposes and says, under penalty of law, as follows:

A.

Name of Business (the "Company") _____

Address of Business _____

Type of Business: o Corporation o Partnership o Sole Proprietorship o Joint Venture

Attached is the following documentation as evidence of status:

B.

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

- o Copy of resident lease
- o Copy of evidence of participation in a public assistance program
- o Copy of receipt of public assistance
- o Other evidence

C.

For business entity as applicable:

- o Copy of Articles of Incorporation
- o Assumed Business Name Certificate
- o List of owners/stockholders and % ownership of each
- o Organization chart with names and titles and brief function statement
- o Certificate of Good Standing
- o Partnership Agreement
- o Corporation Annual Report
- o Latest Board minutes appointing officers
- o Additional documentation

D.

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

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

E.

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

- o List of all current full-time employees
- o PHA Residential lease less than 3 years from day of employment
- o List of employees claiming Section 3 status
- o Other evidence of Section 3 status less than 3 years from date of employment

NOTE: Current HUD income limits for Section 3 residents may be found by going to http://www.huduser.org/portal/datasets/il/il11/index.html and selecting the Philadelphia region.

The Company hereby agrees to provide, upon request, additional documents verifying the information provided above.

Under penalty of perjury, I certify that I am the _____ (Title) of the Company, that I am authorized by the Company to execute this affidavit on the Company's behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

_____ (Corporate Seal)
Signature

_____
Name

F.

Commonwealth of Pennsylvania

County of _____

Subscribed and sworn to before me this _____ day of _____, _____

_____
Notary Public

My Commission expires: _____

Philadelphia Housing Authority
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EMPLOYEE TERMINATION TRACKING FORM
SECTION 3 RESIDENTS FORM-8

(A) Contractor's Name/Address of the project: _____

(B) Contract #: _____

(C) Report Period – From: _____ To: _____

EMPLOYEE NAME (D)	SOCIAL SECURITY NUMBER (E)	POSITION HELD (F)	START DATE (G)	FINISH DATE (H)

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud.

(I) Signature _____ (J) Title _____ (K) Date _____

Philadelphia Housing Authority
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SECTION 3 RESIDENT AFFIDAVITS
FORM – 9A

I, _____, the Developer/Contractor, or the authorized representative of the Developer/Contractor, do hereby attest that I have examined the proofs of residency and income for each person signing a Section 3 Resident affidavit (FORM-5) as a low or very low-income person and or a resident of the Philadelphia Housing Authority. I also attest that the proofs supplied and representations made for Section 3 status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

I fully understand that this affidavit is a substantive part of the contract and that intentional submission by the developer/contractor of false information shall be a material breach of the contract, and that the Philadelphia Housing Authority may exercise those rights provided to it under the contract by law.

_____	_____	_____
Developer/Contractor	Signature	Date
_____	_____	_____
Contract number	Work Site	Position/Title

Commonwealth of Pennsylvania

County of _____

Subscribed and sworn to before me this _____ day of _____, ____

_____
Notary Public

My Commission Expires:_____

Philadelphia Housing Authority
Building Beyond Expectations

SECTION 3 BUSINESS CONCERN AFFIDAVIT
FORM – 9B

I, _____, the Developer/Contractor or the authorized representative of the Developer/Contractor, hereby attests that the Business identified below is a Section 3 Business Concern. I also attest that the proofs supplied and representations made for Section 3 status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

_____
Name of Section Business

_____ _____
Contract No. Dollar Amount of Contract

_____ _____
Contact Person Phone Number

_____
Reporting Period

_____
Project Name

This Section 3 Business Concern is:

_____ Corporation _____ Partnership

_____ Sole Proprietorship _____ Joint Venture

Qualifying Business:

1. _____ 51% owned by Section 3 low income residents.
2. _____ 30% Section 3 low income residents dollar award.
3. _____ 25% of contract work committed to subcontract to Section 3 Business Concerns.

I do certify that the above information is correct.

_____ _____
Signature Title

Philadelphia Housing Authority
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SECTION 3 UTILIZATION PLAN (if applicable)
FORM – 10

The Contractor agrees to provide other economic opportunities (the value of which must equal or exceed the threshold requirements) to train and employ Section 3 Residents or contribute to a fund which provides Other Economic Opportunities in accordance with provisions of the Section 3 Policy as indicated below:

[ ] Internships – the vendor may provide youth and/or adult internship or externship opportunities for PHA residents.

[ ] Part-Time Employment – contractors will provide part-time work for PHA residents.

[ ] Training Related – vendors may provide paid training opportunities for PHA residents (especially on-the-job training). Opportunities should fall under one or more of the following categories: Life skills/job-based skills, Employment skills, or Business development.

[ ] Scholarships for PHA residents -- the vendor may contribute to a PHA Resident Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for PHA residents.

[ ] Daycare/Transportation to support PHA residents who are working or are in training or education programs -- the vendor may contribute to the daycare/transportation fund. The funds will be used to pay day care providers or provide SEPTA cards or stipends exclusively for PHA residents. The daycare/transportation fund will be administered by a third party service provider under a cooperative agreement with the PHA.

[ ] Community-based or PHA Capital fund contribution– such as the WorkReady Philadelphia program or towards the PHA Capital fund.

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the PHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract from the Philadelphia Housing Authority. Failure to submit this form may jeopardize the responsiveness of our submission.

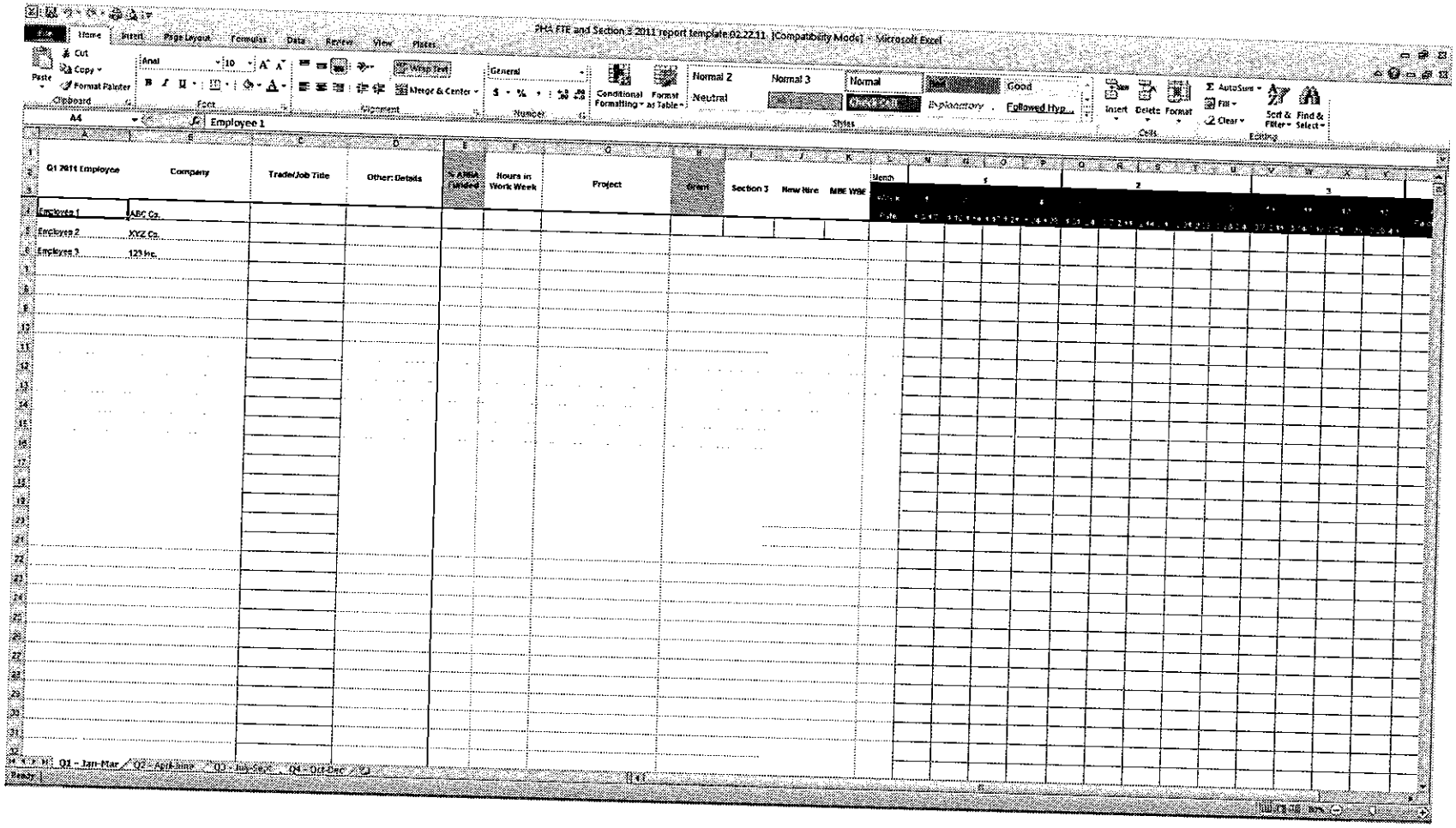
Attested to by:

President or Authorized Officer _____ Date _____

Notary Seal

Signature _____ Date _____

Acceptance / Approval By:

Senior Manager, Contract Compliance _____ Date

FTE REPORT (SAMPLE) - FORM 11