



**PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES**  
**Thursday, February 18, 2016, 3 p.m., at 12 S. 23rd St., Philadelphia, PA 19103**

The regular meeting of the Philadelphia Housing Authority ("PHA") Board of Commissioners was brought to order at approximately 3:00 p.m. by the Chair, Lynette Brown-Sow. In addition to the Chair, Vice-Chair Wetzel and Commissioners Danzy, Kurland, and Wise were in attendance, as well as President & CEO Kelvin Jeremiah ("CEO Jeremiah") and Board Secretary and General Counsel, Barbara Adams.

The Chair began the meeting by asking for a moment of silence in preparation for the work to be done in the meeting.

CEO Jeremiah reviewed the procedure for public comment at the Board meeting and announced that the implosion of the Blumberg family high-rise is scheduled to take place on March 19, 2016 at 7:15 a.m.

As part of PHA's monthly Resident Spotlight, CEO Jeremiah congratulated, in absentia, the seven (7) graduates of OIC programs in housekeeping, front desk training and pharmacy technician training, who are all now gainfully employed at locations such as Rite Aid and FedEx.

Joanne Strauss presented the February award for PHA's monthly employee recognition program to Tazzie White, Manager of Continued Occupancy in Leased Housing. Ms. White was recognized for her recertification efforts, which made this process easier for residents, and she received a certificate and a check for \$250.00.

The Chair noted that there had been an Executive Session at approximately 2 p.m., before the meeting, to discuss litigation and matters confidential by law and then inquired whether there were any corrections or amendments to the minutes of the Board Meeting of January 21, 2016. Hearing none, the minutes were accepted as submitted.

Eight resolutions were presented, all of which were unanimously approved.

**Resolution 11831**, attached in Appendix 1, was presented by Erik L. Soliván, Senior Vice President – Office of Policy, Research and Enterprise Planning ("Sr. VP - PREP"), for approval of an amendment to PHA's Moving to Work Year Sixteen Annual Plan ("Plan") and authorization for PHA's President & CEO to take all necessary steps to secure HUD approval of and to implement the Amended Plan for the conversion of two hundred seventy-six (276) vacant scattered site public housing units to the Rental Assistance Demonstration ("RAD") Program. Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee was pleased to recommend the resolution for approval, given the affordable housing that would be created. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**Resolution 11832**, attached in Appendix 1, was presented by Celeste Fields, Executive Vice President – Leased Housing, for Board authorization for actions related to effectuating the RAD

transfer of assistance for two hundred and seventy-six (276) of the long-term vacant scattered site units that were approved by the Board for RAD transfer of assistance by the foregoing Resolution 11831 on February 18, 2016. The transferred assistance is to go to the six (6) developments set forth in the attachment to the resolution: Lehigh Park I and II, Norris Square Scattered Sites, Haddington III Preservation Initiative, St. John Neumann Place II, NewCourtland at St. Bartholomews, and Strawberry Mansion. Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee recommended approval for this companion resolution to the prior one. Following public comment from Community Legal Services ("CLS"), the motion was unanimously approved. After the approval, CEO Jeremiah stated that PHA has been working with CLS and will be responding to its comments on this matter, as well as other upcoming matters for the Board, but that PHA plans to go above federally-required tenant protections for the RAD sites. Vice-Chair Wetzel highlighted the fact that the RAD transfers of assistance provide greater tenant protections than those provided at tax-credit sites.

**Resolution 11833**, attached in Appendix 1, was presented by Michael Johns, Senior Executive Vice President – Capital Projects and Development ("Sr. EVP – CPD"), to authorize PHA to: amend its interagency agreement with the Philadelphia Redevelopment Authority (authorized by Board Resolution No. 11692), only insofar as to adjust the administrative fee to a flat fee of two million dollars (\$2,000,000.00) from 3% of the total condemnation costs actually incurred; take all necessary actions relating to such amendment of the agreement; and take all steps necessary and appropriate to enter into a grant agreement with the PRA to receive an amount not to exceed eight million dollars (\$8,000,000.00) to assist with the Blumberg neighborhood transformation initiative. Commissioner Danzy, as a member of the Finance Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Commissioner Danzy commented that the committee had met to review the resolution, considered the terms of the proposed amendment to be equitable, and recommended its approval. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**Resolution 11834**, attached in Appendix 1, was presented by Michael Johns, Sr. EVP – CPD, to authorize PHA to: seek approval from HUD for a unit and land disposition application regarding two properties at Viola St., numbers 5176 and 5178; rescind demolition approval for 5176 Viola St.; and convey both properties at nominal value to Community Ventures or its affiliates. Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee considered approval especially appropriate given the benefit to be provided from the overall project that included these property locations. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**Resolution 11835**, attached in Appendix 1, was presented by Michael Johns, Sr. EVP – CPD, to authorize PHA to submit a Disposition Application to the U.S. Department of Housing and Urban Development to sell an empty lot, located at 1913 Parrish St., to a purchaser who intends to use the lot as a side lot adjacent to the purchaser's property. A restrictive covenant will be in the agreement of sale, under which the purchaser shall be unable to sell the property for a ten (10) year period or make any improvements other than for personal use as a side lot, as pre-approved by PHA. Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee had worked on crafting appropriate restrictions for the property and recommended approval of the resolution. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**Resolution 11836**, attached in Appendix 1, was presented by Clare Ann Fitzgerald, Deputy General Counsel, Litigation – Office of General Counsel, to authorize PHA to execute insurance contracts based on insurance quotations procured by Conner Strong & Buckelew under its existing contract with PHA. The types of insurance include: General Liability; Public Officials and Employment Practices; Law Enforcement Liability; Employee Benefits Liability; Property; Boiler & Machinery; Fidelity and Crime; Fiduciary Liability; Auto Liability; Auto Physical Damage; Environmental Liability; Mold Liability; and Pesticide Liability, in a total amount not to exceed four million one hundred sixty-three thousand nine hundred fifty-eight dollars (\$4,163,958.00), plus amounts for deductibles as needed. Commissioner Danzy, as a member of the Finance Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Commissioner Danzy noted that the committee had met to review the resolution and recommended its approval. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

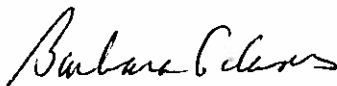
**Resolution 11837**, attached in Appendix 1, was presented by Erik L. Soliván, Sr. VP – PREP, to authorize amendment and approval of a Memorandum of Agreement between the Office of Housing and Community Development and PHA for the provision of vacant land management services in the Sharswood neighborhood, including but not limited to debris removal, snow shoveling, and fencing, for an amount not to exceed six hundred thirty thousand dollars (\$630,000.00) at a rate of \$1.05 per square foot, and annual on-going maintenance, which shall be in an amount not to exceed one hundred thirty thousand dollars (\$130,000.00). Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee recommended approval and described the work to be done, which would benefit the neighborhood. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**Resolution 11838**, attached in Appendix 1, was presented by Erik L. Soliván, Sr. VP – PREP, to authorize PHA to update its CPP10 procurement policy to align it with revised state and federal regulations and also to incorporate an updated Section 3 Compliance Policy. CEO Jeremiah stated that at the February Pre-Board meeting there had been a request for PHA to provide Section 3 training to residents, which will be done. Board Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, then moved for its approval. After the motion was seconded, Vice-Chair Wetzel noted that the committee recommended approval. There being no further discussion or public comment, for which an opportunity was provided, the motion was unanimously approved.

**The public comment period** began at approximately 3:30 p.m., after which the Chair adjourned the meeting at approximately 3:40 p.m.

Sign-up sheets with the names of those who signed up to speak on specific resolutions as well as those who signed up to speak in the general comment period, with a designation of the topic(s) addressed by the speaker(s), is attached as Appendix 2.

Respectfully submitted,



*Barbara Adams*  
Secretary  
Philadelphia Housing Authority

# APPENDIX 1

THE PHILADELPHIA HOUSING AUTHORITY  
MEETING OF THE BOARD OF COMMISSIONERS  
12 S. 23<sup>rd</sup> St.  
PHILADELPHIA, PA 19103  
THURSDAY, FEBRUARY 18, 2016, at 3 p.m.  
AGENDA

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- A. **Call to Order** Lynette M. Brown-Sow, Chair of the Board of Commissioners  
The Philadelphia Housing Authority Board of Commissioners
- B. **Remarks** Lynette M. Brown-Sow, Chair of the Board of Commissioners  
Kelvin A. Jeremiah, President & CEO
- C. **Approval of Minutes** of the Board Meeting held January 21, 2016, as distributed.
- D. **New Business**
1. **RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY MOVING TO WORK (“MTW”) ANNUAL PLAN FOR MTW YEAR SIXTEEN**  
  
(Erik Soliván)
  2. **RESOLUTION AUTHORIZING TRANSFERS OF ASSISTANCE UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM FROM 276 VACANT SCATTERED SITE UNITS TO SIX PROPOSED DEVELOPMENTS AND GRANTING OF AUTHORITY TO CLOSE THE TRANSACTIONS**  
  
(Celeste Fields)
  3. **RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH THE PHILADELPHIA REDEVELOPMENT AUTHORITY (“PRA”) FOR SERVICES RELATED TO THE BLUMBERG PROJECT AND ENTERING INTO A GRANT AGREEMENT WITH PRA UNDER WHICH PHA WILL RECEIVE AN AMOUNT NOT TO EXCEED \$8,000,000.00**  
  
(Michael Johns)

4. **RESOLUTION AUTHORIZING SUBMISSION OF A UNIT AND LAND DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; RESCISSION OF A DEMOLITION APPROVAL FOR 5176 VIOLA STREET; AND CONVEYANCE OF 5176 & 5178 VIOLA STREET TO COMMUNITY VENTURES OR ITS AFFILIATES AT NOMINAL CONSIDERATION**

(Michael Johns)

5. **RESOLUTION AUTHORIZING THE CONVEYANCE OF 1913 PARRISH STREET, SUBJECT TO APPROVAL BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

(Michael Johns)

6. **RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO EXECUTE INSURANCE CONTRACTS WITH VARIOUS INSURERS FOR A NUMBER OF TYPES OF INSURANCE**

(Clare Ann Fitzgerald)

7. **RESOLUTION ADOPTING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA – OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

(Erik Soliván)

8. **RESOLUTION AUTHORIZING THE UPDATED AND REVISED CONTROLLED POLICY AND PROCEDURE 10**

(Erik Soliván)

#### **E. Public Comment Period**

**RESOLUTION NO. 11831**

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY MOVING TO WORK ("MTW") ANNUAL PLAN FOR MTW YEAR SIXTEEN**

**WHEREAS**, the U.S. Department of Housing and Urban Development ("HUD") administers a Moving to Work ("MTW") Demonstration Program and a Rental Assistance Demonstration Program ("RAD"); and

**WHEREAS**, HUD regulations for the RAD program require that approval for the conversion of units to RAD be brought before the Board of Commissioners as an amendment to the Annual MTW Plan; and

**WHEREAS**, PHA has identified two hundred seventy-six (276) PHA-owned long-term vacant scattered sites from which to transfer operating and capital assistance to six (6) non-profit development partners, which partners will use that funding to develop two hundred seventy-six (276) units of affordable rental housing and then receive operating assistance under the RAD Section 8 Unit Based Voucher Program; and

**WHEREAS**, PHA has fulfilled the HUD requirement of providing opportunities for resident and public participation and comment on the Amended Annual Plan, including scheduling at least one (1) public hearing, by: 1) making available copies of the Amendment to the Plan to the public and to residents on January 18, 2016; 2) holding a public hearing on February 4, 2016; 4) posting the draft plan on PHA's website; 5) briefing the Resident Leadership at the monthly RAD meeting on January 27, 2016; and 6) having a public comment period from January 18, 2016 to February 17, 2016, and also has taken into consideration any comments received;

**BE IT RESOLVED** that the Board of Commissioners does hereby approve the Second Amendment to the MTW Year Sixteen Annual Plan, as distributed to the Board of Commissioners and referenced herein, and authorizes PHA's Chair and/or its President & CEO or his or her authorized designee(s) to take all steps necessary to finalize and secure HUD approval of and to implement the amendment.

I hereby certify that this was

APPROVED BY THE BOARD ON 2/18/16

Barbara Adams, General Counsel  
ATTORNEY FOR PHA

**RESOLUTION NO. 11832**

**RESOLUTION AUTHORIZING TRANSFERS OF ASSISTANCE UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM FROM 276 VACANT SCATTERED SITE UNITS TO SIX PROPOSED DEVELOPMENTS AND THE GRANTING OF AUTHORITY TO CLOSE THE TRANSACTIONS**

**WHEREAS**, on or about March 27, 2015, the Philadelphia Housing Authority ("PHA") received authorization from HUD to transfer assistance from nine hundred eighty-six (986) scattered site public housing units under the Rental Administration Demonstration ("RAD") program; and

**WHEREAS**, all the scattered site units for which authorization was obtained are long-term vacant units, severely distressed and obsolete; and

**WHEREAS**, two hundred and seventy-six (276) of the nine hundred eighty-six (986) units approved for RAD transfer of assistance were included in the RAD Significant Amendment to the Moving to Work FY2016 Annual Plan that was approved by the Board of Commissioners on February 18, 2016; and

**WHEREAS**, PHA wishes to effectuate the RAD transfers of assistance to six (6) proposed housing developments, as noted on the attachment to this Resolution; and

**WHEREAS**, a summary of the six (6) projects submitted for approval and the transfer units is identified in the attachment to this Resolution; and

**WHEREAS**, upon completion and closing of the RAD transfer of assistance transaction, each of the developments will receive project based vouchers as a rental subsidy; and

**WHEREAS**, after closing each transaction, PHA, in accordance with HUD approval, may sell each of the scattered site units that provided the transfer of assistance funding and restrict the use for affordable housing, sell at fair market value and use the proceeds for affordable housing purposes, or otherwise use in accordance with approved RAD Program requirements;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby authorizes the President & CEO, and/or his designee(s), to take all reasonable and necessary actions to: 1) negotiate the terms of each transaction with the project owner/developer; 2) complete the required documentation for submission to HUD; 3) correct and substitute transfer units as necessary; 4) execute all documents necessary to close the transaction; 5) complete the disposition of the scattered site transfer units in accordance with the HUD approval and/or other RAD requirements; and 6) take all other actions necessary to complete and close each transaction.

***ATTACHMENT TO RESOLUTION AUTHORIZING RAD TRANSFERS OF ASSISTANCE***

**Project:** Lehigh Park I and II  
**Sponsor:** Hispanic Association of Contractors and Enterprises (HACE)  
**Location:** 2600-2620 N. Lawrence St. – Lehigh Park I  
2622-2644 N. Lawrence St. – Lehigh Park II  
**No. of Units:** 49 transfers of assistance PBV and 74 units total in project.  
**Project Type:** Rehab  
**Designation:** Family

Project Description

This project consists of the rehabilitation of two expired tax credit projects that were purchased by HACE, consisting of a total of 74 units. The two buildings are:

- Lehigh Park I - 27 units
- Lehigh Park II - 47 units (includes 25 existing PBVs)

HACE proposes to apply to the Pennsylvania Housing Finance Agency ("PHFA") for an allocation of 4% low income housing tax credits and rehabilitate all 74 units to include: heating, hot water systems, replacement of windows and doors, installation of security cameras, upgrades to life and safety systems, roof replacement and upgrades to kitchens and bathrooms.

Scattered Site Transfer Units

**Pre-Conversion Development Name:** Ludlow Scattered Sites  
**PIC Development ID #:** PA002000907  
**Total Units:** 49

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**Project:** Norris Square Scattered Sites  
**Sponsor:** Norris Square Community Alliance  
**No. of Units:** 29  
**Project Type:** Rehab  
**Designation:** Family

Project Description

The Project includes a subsidy for 29 units. The units are scattered over nine buildings within the Norris Square Neighborhood. Norris Square plans to use the equity from project based vouchers to obtain conventional financing to conduct repairs on the units. The repairs will be based on the assessment of each unit and may include new kitchens, windows, bathrooms, flooring, and energy efficient furnaces, as well as patching and painting of walls and ceilings, repair of existing stair rails, fire escapes and any sidewalk tripping hazards and exterior pointing/stucco repair required.

Transfer Units

**Pre-Conversion Development Name:** Kinsessing Scattered Sites  
**PIC Development ID #:** PA002000903  
**Total Units:** 29

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**Project:** Haddington III Preservation Initiative  
**Sponsor:** Mission First Housing Group  
**No. of Units:** 48  
**Project Type:** Rehab  
**Designation:** Family

Project Description

The Haddington III Preservation Initiative contains 48 scattered site units of various sizes in the Haddington neighborhood of West Philadelphia, including 10 two-bedroom, 30 three-bedroom and 8 four-bedroom units in 25 buildings. The development was originally built in 1995 and 1996 as two LIHTC projects known as Haddington and Haddington II. These units house very low income families, generally headed by single mothers, who have overcome homelessness, physical and emotional abuse, substance dependencies, and other challenging circumstances. Mission First plans to apply to PHFA for 4% low income housing tax credits combined with the project based vouchers to renovate the units.

Transfer Units

Pre-Conversion Development Name: Fairhill Square Scattered Sites, Francisville Scattered Sites, Susquehanna Scattered Sites, Strawberry Mansion Scattered Sites, Oxford Jefferson Scattered Sites

PIC Development ID #s: PA002000905, PA002000906, PA002000908, PA002000909, PA002000910

Total Units: 37

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**Project:** St. John Neumann Place II  
**Sponsor:** Office for Community Development of the Archdiocese of Philadelphia  
**No. of units:** 52  
**Project Type:** New construction  
**Designation:** Senior

Project Description

St. John Neumann Place II is a new construction project in South Philadelphia located at 2627 Mifflin Street in the Grays Ferry community consisting of 52 one-bedroom units for seniors. The project was awarded 9% low income housing tax credits from the PHFA in the 2015 funding round. The project will include a 4,736 square foot Wellness Center for residents and low-income seniors on the wider community.

Transfer Units

Pre-Conversion Development Name: Haddington Scattered Sites, Mantua Scattered Sites, Fairhill Square Scattered Sites, Francisville Scattered Sites, Susquehanna Scattered Sites, Strawberry Mansion Scattered Sites, Oxford Jefferson Scattered Sites

PIC Development ID #s: PA002000901, PA002000902, PA002000905, PA002000906, PA002000908, PA002000909, PA002000910

Total Units: 52

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**Project:** NewCourtland at St. Bartholomews  
**Sponsor:** NewCourtland Senior Services  
**# of units:** 43  
**Project Type:** Substantial Rehab  
**Designation:** Senior

Project Description

NewCourtland Senior Services is acquiring the former St. Bartholomew's Catholic school at Harbison Avenue and Cheltenham Avenue in Northeast Philadelphia. NewCourtland plans to open a LIFE Center on the site and build 43 affordable supported apartments for seniors using a combination of new market tax credits, permanent debt and its own funds.

Transfer Units

**Pre-Conversion Development Name:** Strawberry Mansion Scattered Sites  
**PIC Development ID #:** PA002000909  
**Total Units:** 43

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**Project:** Strawberry Mansion Apartments Phase I  
**Sponsor:** Philadelphia Housing Authority  
**No. of units:** 55  
**Project Type:** New Construction  
**Designation:** Family

Project Description

Strawberry Mansion Apartments Phase I is a proposed 55 unit infill new construction rental development located in the Strawberry Mansion neighborhood of North Philadelphia. The new rental units will be developed and managed by PHA. Strawberry Mansion Apartments Phase I will include 55 one, two, three, and four bedroom units in two- and three-story townhouses and flats. There will be a community building with a management office. Of the 55 units, a total of 12 units will be accessible. All structures will be built to energy efficient standards. PHA is applying for 9% low income housing tax credits for this project.

Transfer Units

**Pre-Conversion Development Name:** Oxford Jefferson Scattered Sites  
**PIC Development ID #:** PA002000910  
**Total Units:** 55

## Site Transfer Units – List of Addresses

### 1. Norris Square Community Alliance

<b>Unit Address</b>	<b>BR Size</b>
1123 S DIVINITY ST	3
5654 BEAUMONT ST	3
6139 UPLAND ST	3
1522 S LINDENWOOD ST	3
1710 S 53RD STREET	3
1434 S VODGES ST	3
1731 S 56TH STREET	3
5616 ELLIOT ST	3
5332 MALCOLM ST	3
5314 WILLOWS ST	3
1523 S PATTON ST	3
5419 BELMAR TERRACE	3
1613 S CONESTOGA ST	3
5855 WARRINGTON AVE	3
6014 ALLMAN ST	3
5820 ASHLAND ST	4
1841 S 55TH STREET	4
2114 S FRAZIER ST	4
5646 FLORENCE AVE	4
811 KIMBALL ST	4
631 EMILY ST	4
644 CARPENTER ST	4
1121 S 20TH STREET	4
2415 CHRISTIAN ST	5
2037 S 06TH STREET	5
1204 MONTROSE ST	5
2021 FITZWATER ST	5
1606 CATHERINE ST	5
1123 S 20TH STREET	6

**2. Hispanic Association of Contractors and Enterprises**

<b>Unit Address</b>	<b>BR Size</b>
1909 N 07TH STREET	2
1540 N 07TH STREET	2
1908 N 07TH STREET	3
1909 N 07TH STREET	3
1909 N 07TH STREET	3
1218 W SERGEANT ST	3
2325 N FAWN ST	3
2458 N DELHI ST	3
1020 W DAKOTA ST	3
1232 W YORK ST	3
2552 N SARTAIN ST	3
N MARSHALL ST	3
1706 N MARSHALL ST	3
1542 N 08TH STREET	4
1931 N 09TH STREET	4
2311 N 10TH STREET	4
1654 N 06TH STREET	4
603 CECIL B MOORE AVE	4
2343 N 10TH STREET	4
2445 N DELHI ST	4
2447 N DELHI ST	4
1706 N MARSHALL ST	4
2148 N 07TH STREET	4
2503 N 12TH STREET	5
2108 N MARSHALL ST	5
2110 N MARSHALL ST	5
1542 N 08TH STREET	5
2131 N 08TH STREET	5
933 W York St	5
1015 W CUMBERLAND ST	5
2106 N 09TH STREET	5
2623 N JESSUP ST	5
2409 N 10TH STREET	5
1543 N 09TH STREET	5
2138 N 09TH STREET	5
2321 N 10TH STREET	5

2154 N 09TH STREET	5
<b>Unit Address</b>	<b>BR Size</b>
2514 N 10TH STREET	5
2216 N 07TH STREET	5
2535 N 11TH STREET	5
810 DIAMOND ST	5
2220 N FRANKLIN ST	5
N FRANKLIN ST	5
1415 N 07TH STREET	6
1940 N MARSHALL ST	6
1540 N 07TH STREET	6
2006 N 08TH STREET	6
2234 N CAMAC ST	6
1920 N 08TH STREET	6

**3. Mission First Housing Group**

<b>Unit Address</b>	<b>BR Size</b>
1439 N ORKNEY ST	2
1616 W FLORA ST	4
2211 N BOUVIER ST	3
1731 W MONTGOMERY AVE	1
1800 N BUCKNELL ST	1
2161 N 15TH STREET	1
1800 N TANEY ST	1
3110 PAGE ST	2
1908 N 24TH STREET	2
2915 WESTMONT ST	2
1857 N MARSTON ST	2
2910 WESTMONT ST	2
2129 N 22ND STREET	2
1809 N 18TH STREET	2
2166 N DOVER ST	2
1860 N ETTING ST	2
2145 N DOVER ST	2
1923 N 20TH STREET	2
2805 DIAMOND ST	2
1627 DIAMOND ST	2
2124 N 21ST STREET	2
2018 N 32ND STREET	2
2032 N 20TH STREET	2
1834 N 18TH STREET	2
2155 N 15TH STREET	2
1934 N 18TH STREET	2
1833 N TANEY ST	3
1731 W MONTGOMERY AVE	3
2156 N 30TH STREET	5
2016 N 19TH STREET	5
2127 N 22ND STREET	5
2129 N 22ND STREET	5
2017 N 22ND STREET	5
2017 N 22ND STREET	5
2538 RIDGE AVE	5

1835 N VAN PELT ST	6
2116 N 20TH STREET	6
<b>Unit Address</b>	<b>BR Size</b>
2032 N 15TH STREET	6
2034 N 15TH STREET	6
1843 N BOUVIER ST	6
1831 N 22ND STREET	6
1809 N 18TH STREET	6
2032 N 18TH STREET	6
1428 N HOLLYWOOD ST	3
2403 CECIL B MOORE AVE	3
3210 CECIL B MOORE AVE	3
1222 N TAYLOR ST	3
2211 W THOMPSON ST	6

4. St. John Neumann Place II

Unit Address	BR Size
920 N FALLON ST	3
3830 FOLSOM ST	3
3873 ASPEN ST	3
716 N DEKALB ST	4
1621 N 06TH STREET	3
1726 W MASTER ST	3
840 LELAND ST	5
2230 N 16TH STREET	2
1802 N 28TH STREET	5
2313 W THOMPSON ST	4
1349 N DOVER ST	4
2238 INGERSOLL ST	4
1237 N 28TH STREET	4
2416 REDNER ST	4
2403 CECIL B MOORE AVE	4
1744 N 27TH STREET	4
2319 SHARSWOOD ST	4
3210 CECIL B MOORE AVE	4
3132 CECIL B MOORE AVE	4
1402 N 21ST STREET	4
2415 TURNER ST	5
2126 W MASTER ST	5
2446 W OXFORD ST	5
2042 W MASTER ST	5
1713 N 27TH STREET	5
2724 W OXFORD ST	5
2410 CECIL B MOORE AVE	5
2414 W MASTER ST	5
2427 NICHOLAS ST	5
2402 W THOMPSON ST	5
2526 TURNER ST	5
2514 CECIL B MOORE AVE	5
1222 N 27TH STREET	5
1517 N 25TH STREET	5
1216 N 27TH STREET	5
2424 W OXFORD ST	5
2735 W JEFFERSON ST	5
1535 N 22ND STREET	5
2440 NICHOLAS ST	5
1218 N 27TH STREET	5
2324 SHARSWOOD ST	5
2421 TURNER ST	5
2221 W THOMPSON ST	5
2703 W JEFFERSON ST	5



1932 CAMBRIDGE ST	5
2242 W MASTER ST	5
<b>Unit Address</b>	<b>BR Size</b>
1625 N 32ND STREET	5
2321 SHARSWOOD ST	5
1645 N 29TH STREET	6
2040 W MASTER ST	6
2424 W THOMPSON ST	6
2443 CECIL B MOORE AVE	6

5. NewCourtland at St. Bartholomews

Unit Address	BR Size
2104 N 16TH STREET	1
2908 WESTMONT ST	2
2929 WESTMONT ST	2
2127 N 22ND STREET	2
1831 N 22ND STREET	2
2919 WESTMONT ST	3
2909 WESTMONT ST	3
2831 W MONTGOMERY AVE	3
1857 N BUCKNELL ST	3
1861 N BUCKNELL ST	3
2017 N BAMBREY ST	3
1727 FONTAIN ST	4
1944 N 24TH STREET	4
2155 N 32ND STREET	4
2106 N 16TH STREET	4
2125 N 20TH STREET	4
2125 N 20TH STREET	4
2131 N VAN PELT ST	4
1800 N TANEY ST	4
1804 N 22ND STREET	4
1804 N 22ND STREET	4
1934 N 18TH STREET	4
1800 N BUCKNELL ST	4
2124 N 21ST STREET	4
1923 N 20TH STREET	4
2017 N 22ND STREET	4
1731 W MONTGOMERY AVE	4
2024 N 18TH STREET	4
2843 DIAMOND ST	4
2609 W MONTGOMERY AVE	5
1923 N 24TH STREET	5
1816 N RINGGOLD ST	5
1921 N 24TH STREET	5
2020 N 18TH STREET	5
2021 N 19TH STREET	5
2124 N 30TH STREET	5
1812 N 27TH STREET	5
1817 N 19TH STREET	5
1715 W BERKS ST	5
2018 N LAMBERT ST	5
1951 N 31ST STREET	5
1943 N GRATZ ST	5
1824 N 24TH STREET	5

6. Strawberry Mansion

Unit Address	BR Size
4840 OGDEN ST	2
648 N YEWDALL ST	2
1640 N 60TH STREET	3
5841 MONTROSE ST	3
1709 N 59TH STREET	3
551 N CREIGHTON ST	3
44 N 58TH STREET	3
437 S 62ND STREET	3
515 S CONESTOGA ST	3
1753 N LINDENWOOD ST	3
5213 RODMAN ST	3
414 N SICKELS ST	3
5207 RODMAN ST	3
1521 N EDGEWOOD ST	3
1651 N 60TH STREET	3
5017 OGDEN ST	3
4945 FAIRMOUNT AVE	3
5144 FUNSTON ST	3
4945 HOOPE'S ST	3
4924 OLIVE ST	3
5053 HOOPE'S ST	3
27 N PEACH ST	3
5038 RENO ST	3
42 N REDFIELD ST	3
38 N ITHAN ST	3
658 N 54TH STREET	3
131 N CONESTOGA ST	3
18 N YEWDALL ST	3
58 N YEWDALL ST	3
239 N RUBY ST	3
416 N WANAMAKER ST	3
220 N 56TH STREET	3
150 N 58TH STREET	3
138 N MILLICK ST	3
107 N MILLICK ST	3
5739 FILBERT ST	3
213 N ROBINSON ST	3
160 N 61ST STREET	3

124 N HOBART ST	3
65 N HIRST ST	3
<b>Unit Address</b>	<b>BR Size</b>
208 N HORTON ST	3
120 N 58TH STREET	3
228 N CECIL ST	3
4919 W STILES ST	3
5149 WYALUSING AVE	4
5306 RACE ST	4
5266 PARKSIDE AVE	4
6046 CHESTNUT ST	4
5173 W COLUMBIA AVE	4
325 N WILTON ST	4
654 N 57TH STREET	4
883 N 49TH STREET	4
5626 WALNUT ST	5
6126 CALLOWHILL ST	5
3228 ARLINGTON ST	6

**RESOLUTION NO. 11833**

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH THE PHILADELPHIA REDEVELOPMENT AUTHORITY ("PRA") FOR SERVICES RELATED TO THE BLUMBERG PROJECT AND ENTERING INTO A GRANT AGREEMENT WITH PRA UNDER WHICH PHA WILL RECEIVE AN AMOUNT NOT TO EXCEED \$8,000,000.00**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has undertaken a major project (the "Blumberg Project") to significantly increase the availability of quality affordable housing and revitalize the impacted neighborhood; and

**WHEREAS**, by Resolution No. 11692 adopted on March 20, 2014, the Board of Commissioners authorized the President & CEO to conclude and execute an interagency agreement with the Philadelphia Redevelopment Authority ("PRA"), in an amount not to exceed forty-four million dollars (\$44,000,000.00), both for PRA's administrative services and to compensate the property owners for the purchase or condemnation of the properties needed for the Blumberg Project; and

**WHEREAS**, pursuant to the terms of the resolution, PHA entered into an agreement with PRA, dated June 18, 2014, whereby PHA agreed to provide PRA with an administrative fee equal to the amount of 3% of the total condemnation costs actually incurred pursuant to the agreement; and

**WHEREAS**, PRA has helped PHA obtain additional funding for the completion of the Blumberg transformation plan in an amount not to exceed eight million (\$8,000,000.00) from the City of Philadelphia; and

**WHEREAS**, PHA wishes to amend the administrative fee to PRA from the original fee of 3% of the total condemnation costs actually incurred to a flat fee of two million dollars (\$2,000,000.00) to adequately compensate PRA for the work it is performing on PHA's behalf;

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO or his authorized designee(s) to: 1) amend the interagency agreement with the PRA, as authorized by Board of Commissioners by Resolution No. 11692, only insofar as to adjust the administrative fee to a flat fee of two million dollars (\$2,000,000) from 3% of the total condemnation costs actually incurred, as set forth above, and to take all necessary actions relating to such amendment of the agreement; and 2) take all steps necessary and appropriate to enter into a grant agreement with the PRA to receive an amount not to exceed eight million dollars (\$8,000,000.00) to assist with the Blumberg neighborhood transformation initiative.

I hereby certify that this was  
APPROVED BY THE BOARD ON 2/18/16  
*Barbara Adams General Counsel*  
ATTORNEY FOR PHA

**RESOLUTION NO. 11834**

**RESOLUTION AUTHORIZING SUBMISSION OF A UNIT AND LAND DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; RESCISSION OF A DEMOLITION APPROVAL FOR 5176 VIOLA STREET; AND CONVEYANCE OF 5176 & 5178 VIOLA STREET TO COMMUNITY VENTURES OR ITS AFFILIATES AT NOMINAL CONSIDERATION**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") owns 5176 and 5178 Viola Street (the "Properties"); and

**WHEREAS**, pursuant to Board Resolution No. 11762, approved by the Board of Commissioners on February 19, 2015, PHA's President & CEO was authorized to submit a Disposition Application to the Department of Housing and Urban Development ("HUD") to transfer these two properties to Community Ventures or its affiliates at nominal value for the Centennial Village Project that will include newly constructed affordable housing, and to take all necessary actions related to that resolution; and

**WHEREAS**, PHA had obtained HUD Disposition Approval for 5178 Viola Street and HUD Demolition Approval for 5176 Viola Street, but now seeks to rescind the Demolition Approval for 5176 Viola Street since the Properties will be renovated; and

**WHEREAS**, based on the rescission, HUD is requiring a specific Board resolution to approve rescission of the demolition approval for 5176 Viola St. and stating that the approval of the conveyances is "for unit and land disposition;" and

**WHEREAS**, the disposition of the Properties to Community Ventures or its affiliates at nominal value for the Centennial Village Project, as set forth in Resolution No. 11761, is in the best interests of PHA, its residents, and the City of Philadelphia; and

**WHEREAS**, in connection with disposition activities, PHA is required to comply with certain provisions of the U.S. Housing Act of 1937, the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, the Quality Housing and Work Responsibility Act of 1998, related laws and regulations as set forth in 24 CFR Part 970 governing the sale and disposition of real property by a public housing authority, and all other applicable statutes, laws and regulations;

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO or his designee(s) to: rescind the demolition approval for 5176 Viola Street; submit a unit and land Disposition Application to the US Department of Housing and Urban Development; convey the Properties at nominal value to Community Ventures or its affiliates; and take all necessary actions to carry out the provisions of this resolution, in compliance with applicable statutes, laws and regulations.

I hereby certify that this was  
APPROVED BY THE BOARD ON 2/18/16  
Barbara Adams, General Counsel  
ATTORNEY FOR PHA

**RESOLUTION NO. 11835**

**RESOLUTION AUTHORIZING THE CONVEYANCE OF 1913 PARRISH STREET, SUBJECT TO APPROVAL BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") is the owner of the vacant lot located at 1913 Parrish Street (the "Property"), in the 15<sup>th</sup> Ward of Philadelphia; and

**WHEREAS**, in 2012, PHA was approached by the adjacent homeowner, Marie Daly ("Purchaser") who wished to acquire the Property for use as a side lot; and

**WHEREAS**, the market value of the Property, in 2012, as determined by an independent, licensed appraiser, was determined to be sixty thousand dollars (\$60,000.00); and

**WHEREAS**, PHA entered into an Agreement of Sale with the Purchaser in 2012, and subsequently submitted a disposition application to U.S. Department of Housing and Urban Development ("HUD"), seeking authority to dispose of the Property for sixty thousand dollars (\$60,000) (the "Purchase Price"); and

**WHEREAS**, HUD requested that PHA obtain a resolution from its Board of Commissioners specifically authorizing the disposition of the Property; and

**WHEREAS**, to ensure the intended use of the Property, the Purchaser and PHA have agreed that there will be a deed restriction prohibiting the sale of the property for a ten (10) year period and the making of any improvements to the Property other than for personal use, as pre-approved by PHA, either of which would cause the Property to revert to PHA; and

**WHEREAS**, the disposition of the Property is in the best interest of PHA, its residents, and the City of Philadelphia; and

**WHEREAS**, in connection with disposition activities, PHA is required to comply with certain provisions of the U.S. Housing Act of 1937, the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, the Quality Housing and Work Responsibility Act of 1998, related laws and regulations as set forth in 24 CFR Part 970 governing the sale and disposition of real property by a public housing authority, and all other applicable statutes, laws and regulations;

**BE IT RESOLVED**, that the President & CEO is hereby authorized to submit a Disposition Application to the U.S. Department of Housing and Urban Development, as set forth above, and to take all necessary actions to carry out the provisions of this resolution to effectuate the sale of the vacant lot located at 1913 Parrish Street, in compliance with applicable statutes, laws and regulations.

I hereby certify that this was  
APPROVED BY THE BOARD ON 2/18/16

Barbara Chen, General Counsel  
ATTORNEY FOR PHA

**RESOLUTION NO. 11836**

**RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO EXECUTE INSURANCE CONTRACTS WITH VARIOUS INSURERS FOR A NUMBER OF TYPES OF INSURANCE**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has a continuing need for General Liability insurance; Public Officials and Employment Practices insurance; Law Enforcement Liability insurance; Employee Benefits Liability insurance; Property insurance; Boiler & Machinery insurance; Fidelity & Crime insurance, Fiduciary Liability insurance; Automobile Liability insurance; Automobile Physical Damage insurance; Environmental Liability insurance; Mold Liability insurance; and Pesticide Liability insurance; and

**WHEREAS**, PHA entered into a contract with Conner Strong & Buckelew ("Conner Strong") on July 15, 2014, for the provision of qualified professional insurance brokerage and consulting services; and

**WHEREAS**, at PHA's request, Conner Strong has solicited insurance quotations from various insurers; and

**WHEREAS**, based on Conner Strong's recommendations, PHA reviewed and selected the policies and actions set forth on the attachment to this resolution, as providing appropriate coverage and being in the best interest of PHA; and

**WHEREAS**, each insurance policy has a deductible and PHA is required to pay up to the amount of the deductible for each claim on the policy and such deductible payments are not included in the premium amounts set forth herein; and

**WHEREAS**, it is recommended that the insurance contracts as set forth on the attachment to this resolution, be acquired in the total premium amount not to exceed four million one hundred sixty-three thousand, nine hundred fifty-eight dollars (\$4,163,958.00);

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO or his authorized designee(s) to execute insurance contracts with various insurers as procured by Conner Strong for General Liability insurance; Public Officials & Employment Practices insurance; Law Enforcement Liability insurance; Employee Benefits Liability insurance; Property insurance; Boiler & Machinery insurance; Fidelity & Crime insurance; Fiduciary Liability insurance; Automobile Liability insurance; Automobile Physical Damage Insurance; Environmental Liability insurance; Mold Liability insurance; and Pesticide Liability insurance, as set forth in the attachment to this resolution, in a total amount not to exceed four million one hundred sixty-three thousand nine hundred fifty-eight dollars (\$4,163,958.00), and to expend any amounts required to be paid as deductibles and fees under the policies, subject to availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts.

I hereby certify that this was

APPROVED BY THE BOARD ON 2/18/10

Barbara C. ... General Counsel

ATTORNEY FOR PHA



**ATTACHMENT TO RESOLUTION REGARDING INSURANCE CONTRACTS**

<b><u>COVERAGE</u></b>	<b><u>INSURER</u></b>	<b><u>LIMIT</u></b>	<b><u>DEDUCTIBLE</u></b>	<b><u>PREMIUM</u></b>
Commercial Property	HAPI	\$100,000,000	\$50,000	\$1,707,938
Boiler & Machinery	Hartford Steam	\$50,000,000	\$10,000	\$33,069
General Liability	HARRG	\$15,000,000	\$50,000	\$870,062
Mold	HARRG	\$500,000	\$50,000	\$71,856
Pesticide	HARRG	\$1,000,000	\$25,000	\$4,465
Public Officials	HARRG	\$2,000,000	\$50,000	\$168,215
Employment Practices	HARRG	\$2,000,000	\$50,000	\$593,334
Law Enforcement Liability	HARRG	\$1,000,000	\$25,000	\$42,137
Employees Benefits Liability	HARRG	\$1,000,000	\$25,000	\$20,000
Fidelity & Crime	Travelers	\$1,000,000	\$50,000	\$22,000
Fiduciary	Euclid	\$15,000,000	\$25,000	\$46,539
Auto Liability	HARRG	\$2,000,000	\$0	\$409,500
Auto Physical Damage	Travelers	Actual Cash Value	\$1,000	\$99,730
Environmental	Crum & Forster	\$1,000,000	\$5,000	\$75,113

**TOTAL INSURANCE PREMIUM \$4,163,958**

Note: Conner Strong & Buckelew is the broker for all of the above policies. Premium payments are made to Conner Strong for the Fidelity & Crime, Fiduciary and Environmental insurance policies.

**RESOLUTION NO. 11837**

**RESOLUTION ADOPTING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA – OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

**WHEREAS**, the Philadelphia Housing Authority (“PHA”) is a public body, corporate and politic, organized and existing as a public housing authority in accordance with the Housing Authorities Law of 1937, which appears at Title 35, §1541 *et seq.*, of the Pennsylvania Statutes; and

**WHEREAS**, the Office of Housing and Community Development of the City of Philadelphia (“OHCD”) is a city government agency that supports housing and community redevelopment in the City of Philadelphia; and

**WHEREAS**, PHA, through its agent, the Philadelphia Redevelopment Authority, as part of the Sharswood/Blumberg Choice Neighborhoods Initiative, completed the legal process for condemning over 1,300 parcels in the Sharswood Neighborhood, of which approximately 900 were vacant parcels; and

**WHEREAS**, OHCD has a contract for services with the Pennsylvania Horticultural Society (“PHS”) for the management of vacant parcels throughout the City including over 300 parcels in the Sharswood neighborhoods; and

**WHEREAS**, PHA must fence and manage the vacant lands in Sharswood received through condemnation; and

**WHEREAS**, PHA and OHCD agree to expand the number of vacant parcels under management in Sharswood through OHCD’s contract with PHS; and

**WHEREAS**, PHA and OHCD agree the initial payment for parcel preparation including, but not limited to, grading, debris removal, lawn preparation, fencing, labor and materials, shall be an amount not to exceed six hundred thirty thousand dollars (\$630,000.00) at a rate of \$1.05 per square foot, and annual on-going maintenance shall be in an amount not to exceed one hundred thirty thousand dollars (\$130,000.00);

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes PHA’s President & CEO or his designee(s) to enter into an Memorandum of Agreement (“MOA”), in the substantially the form attached hereto, for OHCD to provide vacant land management services in Sharswood, including but not limited to debris removal, snow shoveling, and fencing .

I hereby certify that this was  
APPROVED BY THE BOARD ON 2/18/16

Barbara Adams, General Counsel  
ATTORNEY FOR PHA

## ***ATTACHMENT TO MOA RESOLUTION BETWEEN PHA AND OHCD***

This **MEMORANDUM OF AGREEMENT** (hereafter called the "MOA"), entered into by and among the City of Philadelphia Office of Housing and Community Development, and the Philadelphia Housing Authority (hereafter referred to as "PHA"), effective the 18th day of February 2016.

### **BACKGROUND**

**WHEREAS**, PHA is a public body, corporate and politic, organized and existing as a public housing authority in accordance with the Housing Authorities Law of 1937, which appears at Title 35, §1541 *et seq.*, of the Pennsylvania Statutes; and

**WHEREAS**, OHCD is a government agency that supports housing and community development in the City of Philadelphia; and

**WHEREAS**, the mission of PHA is to provide safe, decent, and sanitary housing for persons of low income, in accordance with the United States Housing Act of 1937, as amended, which appears at Title 42, §1437 *et seq.*, United States Code, and the Pennsylvania Housing Authorities Law of 1937; and

**WHEREAS**, PHA has acquired through condemnation over one thousand three hundred (1,300) parcels of land in what is known as the "Sharswood/Blumberg Neighborhood" (Sharswood) and close to nine hundred (900) parcels are currently vacant land;

**WHEREAS**, OHCD currently contracts with the Philadelphia Horticultural Society to manage vacant parcels around the city under the Vacant Land Management Project, including over three hundred (300) parcels in Sharswood currently owned by PHA; and

**WHEREAS**, PHA seeks to have an additional parcels in Sharswood that it currently owns included in the aforementioned Vacant Land Management Project;

**NOW THEREFORE**, the foregoing recitals are hereby incorporated by reference, and intending to be legally bound, the parties agree as follows:

### **ARTICLE I: AGREEMENT**

**A.** OHCD shall contract with PHS to add PHA owned vacant lots located in Sharswood (Attached as Exhibit A, List of Vacant Lots) to the Vacant Land Management Project. Specifically, PHS shall provide wood fencing, cut grass, perform rough grading of subsurface, lawn preparation, and ensure that the lots are reasonably free of trash and debris.

**B.** OHCD shall pay (pursuant to funds received from PHA) PHS in two (2) parts: 1. Initial payments for land preparation in an amount not to exceed six hundred thirty thousand dollars (\$630,000.00) and 2. Annual maintenance at \$1.05 per square foot per month at an annual cost not to exceed one hundred fifty thousand dollars (\$150,000.00) per year.

**C.** Reporting

PHA shall provide OHCD a listing of all lots to be managed in an excel spreadsheet. PHS shall provide a monthly report to PHA and OHCD detailing the work completed on each lot and the general condition of each lot.

**D.** Lot Management Employment

OHCD will work with PHS to ensure fulfillment of the Section 3 requirements, which is a commitment to hiring 30% of any newly hired personnel to administer its duties under this MOA from the PHA residents and residents in Sharswood. PHS will work with the Center for Employment Opportunity to create pathways to employment through this opportunity, including ex-offenders.

**E.** Data Sharing

OHCD and PHA shall identify and share data relevant to Sections A, B and C. The data will be used to track participation and individual challenges to success of the program. The exchange of data will be subject to the provisions pertaining to confidentiality as detailed in Section 10 of this MOA.

#### **ARTICLE II: TERM**

- A. The initial term of this MOA will be from February 1, 2016 to the ending date of January 31, 2019.
- B. The parties may agree to extend the term of this MOA and revise or amend the services outlined herein for up to two (2) additional one (1) year terms. Any such decision to extend the term of the MOA must be made in writing by September 1, 2018.
- C. If the MOA expires and is not renewed, the affiliation between the parties will be dissolved as of the end of the then-current term.

#### **ARTICLE III: FUNDS**

- A. Initial Payment – OHCD shall receive from PHS the final budgeted cost of initial parcel prep, provide that information to PHA, and within sixty (60) days of the execution of this MOA, PHA shall deliver to the City an amount not to exceed six hundred thirty thousand dollars (\$630,000.00) for the initial parcel prep. OHCD will provide documentation of accounting and payment for the expenditures by PHS and will return to PHA any unspent funds.
- B. Annual Maintenance Payment – OHCD shall receive from PHS the final budgeted cost of the annual maintenance, provide that information to PHA, and within sixty (60) days, PHA the City to two payments made on a biannual basis for an amount not to exceed one hundred fifty thousand dollars (\$150,000.00) per year. OHCD will provide documentation of accounting and payment for the expenditures by PHS and will return to PHA any unspent funds.

#### **ARTICLE IV: SOURCES OF FUNDING**

Notwithstanding anything stated herein to the contrary, PHA understands that OHCD's obligation to contract with PHS to manage the vacant parcels is limited solely to PHA providing the funds to the OHCD. OHCD shall not be obligated to provide any City funding under this MOA to manage the PHA owned vacant parcels.

#### **ARTICLE V: INDEMNIFICATION**

- A. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to the City pursuant to the Pennsylvania Political Subdivision Tort Claims Act, Act of October 5, 1980, P.L. 693, No. 142, (42 Pa.C.S.A. § 8541 et. seq.) (the "Act") and, as provided in the Act, the indemnification provided herein shall be limited to \$500,000.00 per occurrence.
- B. Each party to this MOA shall hold the other harmless from, and indemnify each other against, any and all third-party claims, demands and actions based upon or arising out of any activities performed by either party and its employees and agents, and shall, at the request of either party, defend any and all actions brought against either party based upon any such claims or demands.

#### **ARTICLE VI: NOTICES**

Any notice required to be given hereunder shall be made by U.S. Registered Mail, return receipt requested, postage pre-paid, and shall be deemed to have been received on the date noted on the receipt returned to sender. Any such notice shall be addressed as follows:

**Office of Housing and Community Development**  
1234 Market Street, 17th Floor  
Philadelphia, PA 19107  
Attention: Director or Deputy Director

**Philadelphia Housing Authority:**  
S. 23<sup>rd</sup> Street  
Philadelphia, PA 19103  
Attention: Executive Office  
**With a copy to:**  
12 S. 23<sup>rd</sup> Street  
Philadelphia, PA 19103  
Attention: Office of Policy and Planning

**ARTICLE VII: MISCELLANEOUS**

**A. AMENDMENTS.** This MOA may be amended by the President and Chief Executive Officer of PHA and Director or Deputy Director of OHCD, through its authorized representative, in writing signed by both parties, contingent upon review and signature by OHCD legal counsel and the PHA legal counsel. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto, unless incorporated in this agreement in the form of an amendment.

**B. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this MOA shall not affect the validity or enforceability of the remaining portions of this MOA, unless the invalidity or unenforceability would substantially deprive a party of the benefits of this MOA.

**C. TERMINATION.** Either PHA or OHCD may terminate this MOA by giving thirty (30) days written notice, unless a shorter period of notice is mutually agreeable.

**D. GOVERNING LAW.** This MOA is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania. The Parties agree to use their best efforts to resolve disputes that may arise in relation to any term, condition, or provision of this MOA by informal negotiation and cooperation. In the event that a dispute arises under this MOA that cannot be resolved by the parties, jurisdiction shall rest with a Pennsylvania tribunal of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto, have caused this Memorandum of Agreement to be executed by their respective officers the date and year of the hereinabove mentioned.

**Office of Housing and Community  
Development**

**Philadelphia Housing Authority**

\_\_\_\_\_  
Melissa Long  
Deputy Director

\_\_\_\_\_  
Kelvin A. Jeremiah  
President and Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 11838**

**RESOLUTION AUTHORIZING THE UPDATED AND REVISED CONTROLLED POLICY AND PROCEDURE 10**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need to revise its procurement and contract administration policy (Controlled Policy and Procedure 10 or "CPP10") and incorporate in it PHA's Section 3 Compliance Policy, in order to implement changes and procedures that have been promulgated by the Commonwealth of Pennsylvania ("Commonwealth") and the U.S. Department of Housing and Urban Development ("HUD"), as well as to reflect various best practices in procurement and contract administration and Section 3 compliance; and

**WHEREAS**, the CPP10 was previously amended by PHA and its Board of Commissioners by PHA Resolution No. 8692, dated June 6, 1991; Resolution No. 10203, dated April 28, 1998; Resolution No. 10220, dated May 21, 1998; Resolution No. 10246, dated June 23, 1998; Resolution No. 10600, dated September 21, 200; Resolution No. 10771, dated March 21, 2002; and Resolution No. 11527, dated April 26, 2012; and

**WHEREAS**, PHA's Section 3 Compliance Policy was previously approved by the Board of Commissioners in PHA Resolution No. 11526, dated April 26, 2012; and

**WHEREAS**, PHA wishes to consolidate the CPP10 and Section 3 Compliance Policy into one document; and

**WHEREAS**, PHA wishes to make updates, clarifications and improvements to the existing CPP10 to ensure compliance with Commonwealth and HUD procurement policies and Section 3 requirements and practices that have been updated since the last revision of CPP10, and implement best practices in government procurement and contract administration; and

**WHEREAS**, the revised CPP10 incorporates all of the above described revisions; and

**WHEREAS**, PHA will submit a certification to HUD that these revised policies are in full compliance with all applicable laws and regulations, specifically including but not limited to 2 CFR 200 and 24 CFR 135; and

**WHEREAS**, the revised CPP10 is attached hereto as Exhibit A;

**BE IT RESOLVED**, that the Board of Commissioners hereby approves and adopts the revised CPP10, in substantially the form attached hereto, effective April 1, 2016, which supersedes all prior versions of PHA's CPP10 and Section 3 Policy.

**ATTACHMENT TO RESOLUTION ADOPTING A REVISED CPP10**

**Philadelphia Housing Authority  
Controlled Policy & Procedure 10 Issuance**

TITLE: Procurement and Contract Administration Policy  
DEPT./DIVISION: All Divisions  
CPP #: 10  
DATE: April 16, 2002 (REV 1); April 11, 2012 (REV 2); February 18, 2016, effective April 1, 2016 (REV3)  
APPROVED: Kelvin A. Jeremiah, President & CEO

Attached is the PHA Procurement and Contract Administration Policy first approved by the Board of Commissioners on 9/25/91; revised on 4/28/98 and on 4/16/02; revised and approved on 4/26/12 via resolution no. 11527; revised and approved on 2/18/16 via resolution no: \_\_\_\_.

**TABLE OF CONTENTS**

I. GENERAL PROVISIONS .....31  
II. PROCUREMENT AUTHORITY AND ADMINISTRATION .....32  
III. PROCUREMENT METHODS .....33  
IV. COST AND PRICE ANALYSIS .....38  
V. AMENDING OR CANCELLING OF SOLICITATIONS .....39  
VI. COOPERATIVE PURCHASING.....40  
VII. CONSTRUCTION MANAGEMENT SERVICES .....40  
VIII. CONTRACTOR QUALIFICATIONS AND DUTIES .....41  
IX. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION .....42  
X. CONTRACT MODIFICATIONS.....44  
XI. SPECIFICATIONS AND STATEMENTS OF WORK .....45  
XII. APPEALS AND REMEDIES .....45  
XIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES .....46  
XIV. ETHICS IN PUBLIC CONTRACTING .....46  
XV. DISPOSITION OF SURPLUS PROPERTY .....27  
XVI. FUNDING AVAILABILITY.....28  
XVII. SECTION 3 POLICY.....29

**I. GENERAL PROVISIONS**

**A. PURPOSE**

The purpose of this Statement of Procurement Policy is to: provide for the fair and equitable treatment of all persons or firms involved in purchasing by PHA; assure that supplies, services, materials, and construction are procured efficiently, effectively, and at the most favorable prices available to PHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that PHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

1. Adoption By Board of Commissioners:

This policy shall be as of the date set forth in the resolution of the PHA Board of Commissioners adopting the most current revision to the Policy and any substantive policy change(s) to this policy must also be approved by the Board.

2. Self-Certification of Policies to HUD:

Consistent with 2 CFR 200.324(c)(2), which authorizes a housing authority to self-certify to HUD that its procurement policies are in compliance with all applicable laws and regulations, the PHA Board of Commissioners, by adopting these policies, certified that these procurement policies are in compliance with all applicable laws and regulations, specifically including, but not limited to 2 CFR 200.324. Furthermore, the PHA Board of Commissioners has authorized the President & CEO to submit these procurement policies to HUD and to self-certify PHA's procurement system in accordance with as defined in 2 CFR 200.324(c)(2).

PHA Recognizes HUD's right to review these policies as referenced in 2 CFR 200.318 and other relevant federal regulations.

**B. APPLICATION**

The procurement policy set forth in this Statement applies to all contracts for the procurement of supplies, services, materials and construction entered into by PHA after the effective date of this policy. It shall apply to every expenditure of funds by PHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this Statement shall prevent PHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement", as used in this Statement, includes contracts, purchase orders, and modifications (including change orders) for construction, architectural and engineering services, social and other services, as well as purchase, lease, or rental of supplies, materials and equipment.

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation, to the extent inconsistent with these policies, shall supersede these policies.

**C. BOARD OF COMMISSIONERS' APPROVAL OF CERTAIN CONTRACT ACTIONS**

All contracts where the base contract amount or any option exceeds One Hundred Thousand Dollars (\$100,000) are required to be pre-approved by the Board of Commissioners. In addition, all contract modifications in excess of One Hundred Thousand Dollars (\$100,000) or 20% of the current contract value whichever is greater, or when the modification will cause the contract to exceed \$100,000 require pre-approval by the Board of Commissioners. Further, any modification in excess of \$1,000,000 regardless of percentage of contract value requires pre-approval by the Board of Commissioners.

**D. PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Procurement information shall be a matter of public record to the extent provided in the Pennsylvania Right to Know Act, 65 P.S. §§ 67.101, *et seq.* and shall be available to the public as provided therein. All procurement records shall be retained for the time period designated in PHA's General Records Retention and Disposition Schedule, as amended on revised July 13, 2015 and as may be further amended. Generally, procurement records are retained for at least four (4) years after contract closeout.

**II. PROCUREMENT AUTHORITY AND ADMINISTRATION**

- A. All procurement transactions shall be approved and administered by a Contracting Officer, who shall be the President & CEO or another individual to whom the President & CEO has delegated this authority in writing. The Contracting Officer shall issue operational procedures to implement this policy, which shall be consistent with applicable federal and state law, federal and state regulations, policies and procedures



including the Common Grant Rule (2 CFR 200.318) and HUD Procurement Handbook 7460.8 (collectively "Laws"). The Contracting Officer shall also establish a system of sanctions for violations of the ethical standards described in Section XIV below, consistent with federal and state law.

**B. The Contracting Officer shall ensure that:**

1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing. Procurement planning should include a periodic review of previous and future procurements, individual procurement plans (IPPs), and equipment lease or purchase evaluations;
2. Contracts and modifications shall be in writing, clearly specifying the desired supplies, services, materials or construction, are supported by sufficient documentation regarding the history of the procurement, including as a minimum, the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
3. For procurements over \$18,500 for goods, maintenance, and construction, public notice shall be designed to reach a maximum number of potential suppliers.. PHA, state, and federal websites can be used to advertise PHA opportunities greater than \$18,500. If required by law, newspaper notices will also be used;
4. Solicitation procedures are to be conducted in full compliance with all applicable Federal standards stated in 2 CFR 200.318, or State laws to the extent they are more stringent than and not inconsistent with 2 CFR 200.318;
5. An independent cost estimate shall be prepared by or on behalf of PHA before issuance of any solicitation for all procurements over \$2,000, including contract modifications and task orders over \$2,000 and is appropriately safeguarded for each procurement and the cost estimate shall be kept confidential. A cost or price analysis shall be prepared for the responses received for all such procurements;
6. Contract award shall be made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or a contract award shall be made to the offeror whose proposal offers the best value to PHA, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms shall be notified within ten days after contract execution;
7. Contract requirements shall not be artificially divided for the purpose of circumventing or evading a requirement of this policy;
8. The following shall apply to and be included as terms of all contracts:
  - a) There shall be sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders);
  - b) work shall be inspected before payment;
  - c) payment shall be made promptly for contract work performed and accepted; and
  - d) PHA shall comply with applicable HUD review requirements, as provided in the operational procedures supplementing this policy.

### **III. PROCUREMENT METHODS**

**A. SELECTION OF METHOD**

If it has been decided that PHA will directly purchase items it requires, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement. Any contract that exceeds one year shall contain a clause indicating that the contract is contingent upon an annual appropriation and is based upon the availability of funds.

**B. PETTY-CASH, MICRO-PURCHASE AND SMALL PURCHASE PROCEDURES**

Procurement procedures for purchases equal to or less than \$18,500 shall be as follows:

1. Contracts valued between \$2,000 and \$18,500 ("Small Purchases") for goods and services shall be procured as provided herein. For all Small Purchases, the following are required: a detailed Independent Cost Estimate, a detailed Scope of Work, and a written description of criteria of selecting awardees. All offers shall be in response to the PHA solicitation. All offers shall be in writing. No less than three (3) written offers shall be received after solicitation by phone, fax, or e-mail. Award shall be made to the offeror providing the lowest responsive quotation, unless the award is to be based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

2. Petty cash and micro-purchases shall conform to the following rules:

a) Petty Cash Purchases. Petty Cash Purchases are purchases equal to or below \$35.00 which can be satisfied by local sources. These may be processed through the use of a petty cash account. No item that is stocked in the Central Warehouse or in the stockroom shall be purchased via the petty cash system. The Chief Financial Officer or his or her designee shall ensure that: the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to a PHA finance officer; and, the account is periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

b) Micro-purchases. For purchases between \$35 and \$2,000 ("Micro-Purchases") only one quotation need be solicited if the price received is considered reasonable. Determination of the reasonableness of a quotation can include verification of price offered versus previous prices paid for the same or similar items/service, or comparison with catalog or market prices. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from a source other than the previous source before placing a repeat order with that source.

C. **SEALED BIDS (Invitation for Bids (IFB)) (Over \$18,500)**

1. Conditions for Use. Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed-price contract; and the selection of the successful bidder can be made principally on the basis of price.

Sealed bidding is the preferred method for construction, materials and equipment procurements. Sealed bidding shall not be used for the procurement of professional and consulting services. The Contracting Officer shall determine whether to use sealed bidding consistent with the forgoing principles.

2. Solicitation and Receipt of Bids. When an IFB is to be used, it shall include specifications and all contractual terms and conditions applicable to the procurement. The IFB shall include a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. Pre-Bid Conferences will be held, if needed, at the sole discretion of PHA. The IFB shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be date and time stamped and stored unopened in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening. A minimum of 14 days shall be provided for the preparation and submission of sealed bids; however, the President & CEO or his or her designee may allow a shorter period under extraordinary circumstances where adequate competition can be ensured. Unopened bids shall be brought to the public bid opening in a locked bid box and opened publicly at the stated bid opening date and time.

3. Bid Opening and Award. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be made available for public inspection. Award shall be made as provided in the invitation for bids by written notice to the successful bidder. PHA shall

disqualify any bid if mandatory elements required by the bid package are not submitted by a prospective bidder. PHA reserves the right to waive or allow correction of minor deficiencies in a bid. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise stated in the IFB. If only one responsive bid is received from a responsible bidder, a cost analysis shall be performed if the bid differs substantially from the PHA estimate. A recommendation for contract award shall be submitted to the Board of Commissioners within 60 days of the bid opening by written notice to the lowest responsive bidder or all bids shall be rejected except as otherwise provided in this section. Extensions of the date for the award may be made by mutual written consent of the Contracting Officer and the lowest responsible bidder. Unsuccessful bidders will be provided written notification, which may occur as a result of PHA posting award information on its website.

#### 4. Mistakes in Bids.

- a) Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice from the bidder received in the office designated in the invitation for bids prior to the time set for bid opening.
- b) Withdrawal of any bid after opening, is permitted only where the bidder alleges a clerical, non-judgmental mistake in price quoted, provided: (1) the bidder submits credible evidence of such mistake in writing after bid opening; and (2) the withdrawal of the bid does not result in the awarding of the contract to any other firm in which the bidder has a substantial interest. The bidder whose bid is permitted to be withdrawn may not serve as subcontractor or vendor to the successful contractor.
- c) Correction, amendment or withdrawal of bids after bid opening. No bidder may correct a bid after bid opening in a manner that would cause the bidder to have the low bid unless the mistake is clearly evident from examining the bid documents, such as an extension of unit prices or mathematical errors. In addition, an otherwise low bidder may correct a mistake if the intended bid is obvious from the bid document or supported by written evidence dated before bid opening. No corrections due to errors in judgment (such as errors in profit margins) shall be permitted. The Contracting Officer may waive minor deficiencies or allow the bidder to correct them depending on which action is in the best interest of the housing authority. Minor deficiencies are matters of form rather than substance, evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to the other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a bidder to: return the number of signed bids required by the IFB; sign the bid, provided that the unsigned bid is accompanied by other material indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment to the IFB, provided that it is clear from the bid that the bidder received the amendment and intended to be bound by its terms, or the amendment had a negligible effect on price, quantity, quality, or delivery.
- d) All decisions to allow post-bid-opening correction or withdrawal of bids shall be supported by a written determination signed by the Contracting Officer.

#### 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 (i.e. bids due 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, facsimile, or by electronic mail, and it is determined by the PHA that the late receipt was due solely to mishandling by PHA and receipt at PHA;

- iii. Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office Addressee, not later than 5:00pm 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 and is received within 48 hours after the exact time specified for the receipt.
- b) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail in the U.S. or Canadian Postal Service is a 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.
  - c) 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.
  - d) 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.

6. Bonds.

- a) For construction contracts between \$25,000 and \$100,000, PHA may require a performance bond and a payment bond of at least 50% of the contract price as well as a bid guaranty of at least 10% of the contract price. Cash or Letter of Credit may also be required in lieu of performance and payment bonds.
- b) For construction contracts exceeding \$100,000, contractors shall be required to submit the following:
  - i. a bid guarantee from each bidder of 5% of the bid price; and
  - ii. upon award, the successful contractor shall furnish a performance and payment bond for 100% of the contract price

PHA, in its discretion, may require bonds on other than construction contracts including the requirement of a fiduciary bond on service contracts.

7. Insurance

Insurance requirements will be determined by PHA based on the products and services procured and the level of risk involved. For example, for A&E services, the contractor must evidence Errors and Omissions insurance. Failure to demonstrate the required insurance requirements will render a bidder’s or offeror’s bid or proposal non-responsive. Failure to maintain the required contractual insurance coverage may be grounds for contractor default.

D. **COMPETITIVE PROPOSALS (Request for Proposals (RFP) over \$18,500)**

- 1. Conditions for Use. Competitive proposals (including turnkey proposals for development and professional services) may be used if there is an adequate method of evaluating technical proposals

- c) The specific exception in 2 CFR 200.320(f)(1) through (4) as described in paragraph E.1.above that applies;
- d) Statement as to the unique circumstances that require award by noncompetitive proposal;
- e) Description of the effort made to find competitive sources;
- f) Statement as to efforts that will be taken in the future to promote competition for the requirement; and
- g) Signature of the Contracting Officer and the President & CEO.

PHA employees are required to contact and consult with the Contracting Officer and Office of General Counsel prior to initiating an emergency procurement. All required requests for emergency procurement waivers or requests to any other governmental oversight agency shall be issued by the Contracting Officer after consultation and concurrence from the Office of General Counsel.

- 3. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in Section IV below.

#### F. QUALIFICATIONS-BASED SELECTION PROCESS

- 1. Condition for Use. The qualification-based selection method of procurement involves the selection of the most qualified vendor based upon qualifications and where price is not used as the determining selection factor. In a qualification-based procurement, the price is determined after vendors are initially selected based only on an evaluation of their qualifications. The selection is based on either (i) additional evaluation factors including price, or (ii) negotiation of fair and reasonable price with the highest ranked vendor. PHA shall also comply with 2 CFR 200.318 for the solicitation and selection of federally funded architect and engineering contract services.
- 2. Architect/Engineer (A/E) Services. Architect/engineer services in excess of the small purchase limitation (or less if required by federal, state or local law) may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless state law mandates the specific method. Price is not used as a sole determinative selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. The PHA shall not use sealed bidding to acquire A/E services.
- 3. Solicitation. A Request for Services (or a Request for Qualifications) shall be issued requesting technical qualifications statement from prospective contractors, which PHA will then rank technically. The Request for Services (RFS) must include a description of the work, qualifications required of the applicants, the construction budget, the A/E fee, project schedule and other administrative requirements important to the A/E proposal. Once the proposals are ranked technically, PHA shall engage in negotiations with the top-ranked firm to reach agreement on a fair and reasonable price.
- 4. Award. After evaluation of proposals and revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to PHA.

#### IV. COST AND PRICE ANALYSIS

- A. General. A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall depend on the facts surrounding each procurement. A separate cost/price analysis is not required when obtaining products or services of a commercial nature.
- B. Submission of Cost or Pricing Information. For procurements based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by PHA (e.g., when contracting for professional, consulting, or architect/engineer services) or for modifications (including change orders), PHA is required to perform a cost analysis unless the price can be established on the basis of a catalog or

market price of a commercial item sold in substantial quantities to the general public or the price is set by law or regulation.

- C. Cost Analysis. Cost Analysis is a review and evaluation of the separate elements of cost which comprise the contractor's cost proposal. Cost analysis shall be performed in the following instances: receipt of a single bid or proposals as a result of a published solicitation, sole source procurements, and when price analysis is inconclusive. A cost analysis shall be performed of the individual cost elements and an assessment of the proposed profit. Contractors must submit a certificate representing that the cost or pricing data is accurate, current and complete. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, see HUD Directive 2210.18). In establishing profit, PHA shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.
- D. Price Analysis. For all procurements other than those identified in IV.B. above, greater than \$2,000 price analysis shall be performed. The Contracting Officer shall determine the level of detail required for the price analysis based on the procurement size, complexity, and extent of competition.

## **V. AMENDING OR CANCELLING OF SOLICITATIONS**

- A. Amending a Solicitation. PHA may amend any solicitation when necessary or when otherwise considered to be in the best interest of PHA.
1. Amendments Before the Proposal Due Date. If changes to the IFB or RFP are needed after it has been issued but before proposals are due, the Contracting Officer shall issue a written amendment to all potential offerors who were furnished a copy of the original solicitation. The amendment shall be provided with the original solicitation to those who request the solicitation after the amendment is made.
  2. Amendments After the Proposal Due Date. If changes to the IFB or RFP are needed after the due date for receipt, the Contracting Officer shall provide a written amendment to all offerors who submitted a proposal. If, however, the changes are significant enough that potential offerors who did not submit offers might have considered submitting an offer if the changes had been made before the proposal due date, PHA shall consider extending the bid or proposal due date.
  3. Amendments After Determination of the Competitive Range (RFPs only). If the need for changes is discovered after the Contracting Officer has determined the competitive range, the Contracting Officer shall provide the amendment to all offerors determined to be within the competitive range. If the changes may have had an impact on the acceptability of any offeror who was not included in the competitive range, the Contracting Officer should consider re-determining the range to include such offerors and provide them with the amendment.
  4. Changes Requiring Cancellation of the Solicitation. If at any time in the process any needed changes are substantial enough to constitute an essentially new requirement, the Contracting Officer shall cancel the solicitation, make the needed changes, and issue a new solicitation with a new bid or proposal due date. The Contracting Officer shall determine whether it is in the best interest of PHA to cancel a solicitation.
- B. Cancelling a Solicitation
1. An invitation for bid, request for proposal, or other solicitation may be cancelled before bids or offers are due and opened if: PHA no longer requires the supplies, services, materials or construction; PHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
  2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if: the supplies, services, materials or construction are no longer required; or, ambiguous or otherwise inadequate specifications were part of the solicitation; or, the solicitation did not provide for

consideration of all factors of significance to PHA; or, prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; or, there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or, a condition for canceling a solicitation and resoliciting, as specified in paragraph B. 1. above, is met; or, for good cause of a similar nature when it is in the best interest of the PHA.

3. The cancellation or rejection shall be documented in the procurement file and shall provide the rationale and supporting facts for the cancellation. Further, notice of the cancellation thereof shall be provided upon request to any offeror solicited. Such notice shall explain that the offeror will be given an opportunity to compete on any resolicitation or future procurement of similar items.
4. If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and the price is unreasonable, PHA shall cancel the solicitation and either:
  - a) resolicit using a request for proposals; or
  - b) complete the procurement by using the competitive proposals method, following paragraph III.D. above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph III.E. above (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of PHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

## **VI. COOPERATIVE PURCHASING**

PHA may enter into Federal, State and local intergovernmental agreements to non-competitively purchase or use common goods and services in accordance with Section 1902 of Act 1998-57 ("Commonwealth Procurement Code") and 2 CFR 200.318(e). The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency and the Contracting Officer must determine that the underlying contract(s) of the Federal, State or local agency must have been procured in accordance with 2 CFR 200.318. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. Prior to making a decision to use an existing agreement, the Contracting Officer shall assess the reasonableness of the contract prices and ensure that all required clauses are included in the written agreement between the Federal, State, or Local Government organization and the supplier. PHA should use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

### **A. CONTRACTING WITH DEVELOPERS**

Contracts with developers for PHA sites shall require that all contracts awarded by the developer for construction, maintenance, and service contracts be awarded on a competitive basis. Developers shall maintain records for four (4) years after completion on their contract with PHA evidencing such competition.

## **VII. CONSTRUCTION MANAGEMENT SERVICES**

### **A. SPECIAL PROVISIONS RELATING TO CONSTRUCTION MANAGEMENT CONTRACTS**

The term "Construction Management" or "CM" means a private entity that is hired by the Authority to provide construction management services on a requirements basis for various construction projects. The specific construction projects for which services are to be required from time to time during the term of the CM contract will be identified by the Authority and transmitted to the CM on a task order basis (a "Construction Management Task Order"). The CM may enter into and supervise subcontracts for the performance of some of the construction work and, prior to entering into such subcontracts, the CM is required to conduct a

competitive bid procedure for such subcontracts, and the successful bidder shall be selected by the CM. The CM is required to submit the approved sub-contractor's list to PHA.

#### **B. CM TASK ORDERS**

1. PHA procures multiple CM contracts, and Task orders are Issued under CM contracts when a construction management service is required by the Authority. To Issue each task order, PHA follows the task order procurement process.
2. Pre-approval by the Authority's Board is required for all CM task orders greater than \$250,000.
3. The CM then awards subcontracts for all services required under each task order and is responsible for the performance of the subcontractors.
4. Monthly reports listing subcontracts issued by the CM will be provided to the Board as notification of contractual activities.

#### **C. CM CHANGE ORDERS**

1. A Change Order for CM contracts shall be authorized by resolution of the Authority's Board, if, on a Construction Management Task Order, the amount of the Change Order, together with the aggregate of all previously executed Change Orders, exceeds more than 15%. Further, any modification in excess of \$1,000,000 regardless of percentage of contract value requires pre-approval by the Board of Commissioners.
2. Capital Projects Report. Within 30 days following the end of each Calendar Quarter, the Board and the President & CEO will be provided with a Capital Project Report, covering the status of each active capital project contract as of the end of such Quarter, including the cumulative total dollar amount of Change Orders executed with respect to such contract by category.

### **VIII. CONTRACTOR QUALIFICATIONS AND DUTIES**

#### **A. CONTRACTOR RESPONSIBILITY**

Procurements shall be conducted only with responsible contractors; i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract for purchases greater than \$18,500, PHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other PHAs), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination. PHA shall review the contractor's inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs for purchases greater than \$35 up to \$18,500, and such other relevant factors as PHA shall determine to review.

#### **B. SUSPENSION AND DEBARMENT**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations. PHA shall review the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the U.S. General Services Administration—Office of Acquisition Policy, or by other Federal and state agencies (i.e., Department of Labor for violation of labor regulations) in connection with any procurement matter when necessary to protect PHA in its business dealings.

PHA shall not make an award to any contractor or individual who has been suspended or debarred.

#### **C. QUALIFIED BIDDERS' LIST**



Interested businesses shall be given an opportunity to be included on qualified bidders' lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services or construction shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during any contract solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

#### **D. CONTRACTING WITH SECTION 3 BUSINESS AND RESIDENT-OWNED BUSINESS CONCERNS**

Section 3 of the Housing Act of 1968 (24 CFR 135), as amended, requires PHA to use appropriate efforts to provide employment and training opportunities to low and very-low income persons receiving subsidy from PHA, and contracting opportunities with Resident-Owned Business and Section 3 business concerns related to activities funded by covered HUD assistance. Pursuant to HUD regulations, PHA shall use appropriate efforts with respect to all contracts and subcontracts involving the purchase of services or having a significant service component funded by covered HUD assistance. These efforts will also apply to the entire assisted activity, even if it is only in part, funded by covered HUD assistance to comply with such Section 3 requirements. These efforts do not apply to the purchase of goods and/or equipment.

### **IX. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION**

#### **A. CONTRACT TYPES**

Any type of contract, including blanket orders and indefinite delivery indefinite quantity contracts, which is appropriate to a procurement and which will promote the best interests of PHA, may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy PHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial organizations, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found at 48 CFR Chapter 1 and HUD Directive 2210.18). A time and material contract may be used only when the Contracting Officer has determined in writing that (1) no other contract type is suitable, for example, in recurrent emergency situations, and (2) the contract includes a ceiling price that the contractor exceeds at its own risk. The Contracting Officer shall document in the contract file the reason(s) for and amount of any subsequent change in the ceiling price.

#### **B. OPTIONS**

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of PHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to PHA than conducting a new procurement. Prior HUD approval shall be obtained for option periods on service contracts greater than two (2) years.

#### **C. CONTRACT CLAUSES**

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, or their implementing regulations, as provided in 2 CFR 200.326, Appendix II to Part 200, the HUD Handbook and PHA-required clauses. Mandatory clauses can be incorporated by reference number in bid specifications and contracts. The list of required clauses include, but are not limited to the following:

1. Termination for convenience;
2. Termination for default;
3. Anti-Kickback Act;
4. Davis-Bacon Act;
5. Contract Work Hours and Safety Standards Act reporting requirements;
6. Patent rights;
7. Rights in data;
8. Examination of records by Comptroller General, PHA, and any other reviewing officer;
9. Retention of records for four (4) years after closeout;
10. Clean air and water, and hazardous environmental substances;
11. Energy efficiency standards;
12. Bid protests and contract claims;
13. Value engineering;
14. Payment of funds to influence certain Federal transactions;
15. Flow down of certain provisions in Prime contractor's contract to Prime's sub-contractors;
16. Affirmative Action, Section 3, and Equal Employment Opportunity;
17. Steel Products Act (requiring use of American Steel Products, if applicable); and
18. Insurance, indemnification and warranty provisions.

The operational procedures required by Section II. A. of this Statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by the PHA.

#### D. CONTRACT ADMINISTRATION

##### 1. Administration of Construction Contracts

PHA shall, at a minimum, include the following steps in the administration of construction and construction-related contracts:

- a. Hold a Pre-construction Conference and Issue a Notice to Proceed;
- b. Hold scheduled progress meetings;
- c. Inspect work on a frequent and thorough basis and include a managed corrective action process;
- d. Ensure that contractors adhere to the Davis-Bacon labor standards and HUD Labor Hour and Wage Rate Standards assigned to the contract;
- e. Make progress reports based on an approved schedule of amounts for contract payments, a properly executed HUD 51001 form, and upon satisfactory completion of all required reports such as payroll reports;
- f. Monitor construction performance and manage delays or extensions of time requests;
- g. Ensure adequate final completion of work, with the assimilation and approval of final project documentation such as:
  - v. Record of final inspection;
  - vi. Records of post inspection meeting;
  - vii. Certificate of Occupancy;
  - viii. Notarized copies of the contractor's release;
  - ix. Assignment of all guarantees and warranties to the PHA (Construction work shall be warranted for at least 365 days from the date of final acceptance); and
- h. Make final payments to the contractor only after receipt of all payment documentation, inspection approvals, contractor's release, certified payroll reports, certificate of completion, and warranty information.

##### 2. Administration Of Non-Construction Contracts

PHA shall administer non-construction contracts based on the size and complexity of a given procurement. At a minimum, such administration shall include:

- a. Post-award briefings with the awarded contractor;
- b. Establishment of an effective receiving system for materials, services, and/or goods;
- c. The monitoring and inspection of materials, services, and goods along with a formal acceptance process;

- d. A process of confirming the receipt of required compliance with specifications and established delivery timeframes;
  - e. Monitoring of payments, including payment of HUD-determined wage rates for maintenance contracts greater than \$2,000; and
  - f. Management of change orders, contract modifications, contract claims, and contract terminations in accordance with the terms of the contract.
3. A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained.
  4. The operational procedures required by this section shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial organizations costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2 and HUD Directive 2210.18.

**5. PAYMENT**

PHA will exert reasonable efforts to make payments to suppliers within forty-five (45) days of the presentation of an acceptable invoice, acceptance of the goods or services by PHA, or as stated otherwise in contract or purchase order documents, unless there is a PHA or Government shutdown. No payment will be made without a signed contract or purchase order.

For construction contracts, PHA shall comply with the retainage requirements as required by 62 Pa. C.S.A. §3921 (a).

**6. CONTRACT CLOSEOUT**

Upon receipt of the final invoice with respect to any given contract, Contracts Administration shall close out the contract and ensure that users will not be able to issue POs or Task Orders against it. PHA requires that the contractor complete a "Release of Claims" or a "Certificate and Release" form to document the end of all contract obligations. Warranty documentation and an internal certificate of completion signed by an authorized PHA employee must be included. Additional information to be included in the closeout files include:

1. Final Invoices Received;
2. Affirmative Action Compliance Report (100%);
3. Attestation of Work Completion by the PHA Project Manager;
4. Certificate of Occupancy;
5. Contractor Final Performance Evaluation;
6. Wage Rate Payment;
7. Return of All Property, Data, Equipment; Attestation by the PHA Project Manager;
8. Patent Rights or Ownership Rights to Data Provided;
9. Completed Certification and Release (A&E/Construction) or Release of Claims (Services)

Contract Administration shall retain all closed contract folders for a period of four (4) years.

**X. CONTRACT MODIFICATIONS**

- A. The Contracting Officer is authorized to approve contract modifications or change orders as provided in Section (1)(C) and Section VII of this policy. Monthly reports listing task orders issued against master agreements will be provided to the Board as notification of contractual activities.
- B. Modifications for new work beyond the scope of the original contract are not allowed. A cost or price analysis shall be performed for each modification. All modifications shall be in writing.

A contract modification package shall be in writing and include:

1. A detailed description of the changed work;

2. A reference to applicable working drawings and specifications and whether any item is being substituted;
  3. Justification for the change (e.g.; design error or omission, PHA requested change, unforeseen conditions, cost or time savings without sacrifice of quality) ;
  4. A fixed price (credit, debit or no change) for the change in contract work;
  5. An estimate of any additional time required to complete the work due to the contract change;
  6. PHA's itemized cost or price analysis, whichever is applicable and how costs or prices will affect future options;
  7. Record of negotiation between PHA and contractor showing how price and time were arrived at;
  8. The contractor's itemized breakdown of the costs underlying unit prices, materials, and labor as well as profit (and for any subcontractors, if applicable); and the change indicated on the architectural or engineering drawings, if applicable.
- C. Only the Contracting Officer acting within the scope of his or her authority is empowered to execute contract modifications. Other PHA personnel shall not execute contract modifications, act in such a manner to cause the contractor to believe any such personnel has the authority to bind the Authority or direct or encourage the contractor to perform work that should be the subject of a contract modification.
- D. A modification register shall be maintained in the contract file that will include all modifications of the contract to date.

## **XI. SPECIFICATIONS AND STATEMENTS OF WORK**

### **A. GENERAL**

All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying PHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see Section XIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement (for equipment in excess of \$18,500.00). Standard Templates for drafting statements of work shall be used.

### **B. LIMITATIONS**

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy PHA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the PHA's needs and then allowing that consultant to compete for the subsequent contract).

## **XII. APPEALS AND REMEDIES**

### **A. GENERAL**

It is PHA's policy to attempt to resolve all contractual issues informally within PHA without litigation. PHA may consider the use of Alternate Dispute Resolution ("ADR") to help resolve the disputes.

### **B. BID PROTESTS**

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter within a reasonable time. The protestor shall be advised of appeal rights, including the right to appeal to a higher authority in PHA. The Contracting Officer may, at his or her sole discretion, suspend the procurement pending resolution of the protest. HUD review of protests shall be in accordance with the requirements of 2 CFR 200.318(k).

### C. CONTRACT CLAIMS

All claims by a contractor under or relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights including the right to appeal to a higher authority in PHA.

## XIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES

### A. REQUIRED EFFORTS

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, as defined in PHA's affirmative action and Section 3 policies, PHA shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of a PHA project are used when possible. Such efforts shall include, but shall not be limited to:
  - a) Including such firms, when qualified, on solicitation mailing lists;
  - b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
  - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - f) Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area (Section 3 residents) including participants in HUD Youthbuild Programs in the order of preference set forth in 24 CFR 135.34 and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project (Section 3 businesses), as described in 24 CFR 135; and
  - g) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A(1)(a) through A(1)(f), above.
2. PHA's prime contract goals may be established by PHA periodically, regarding participation by small businesses, Section 3 businesses, minority-owned businesses, and women-owned business enterprises. Particular efforts shall be made by PHA to make contracting opportunities known by and available to Section 3 residents and business concerns by, for example, advertising in newspapers in the minority community.

## XIV. ETHICS IN PUBLIC CONTRACTING

### A. GENERAL

PHA shall adhere to the following code of conduct, and otherwise perform in a manner consistent with applicable Federal, State or local law.

## **B. CONFLICT OF INTEREST**

1. No commissioner, employee, officer or agent of PHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:
  - a) A commissioner, employee, officer or agent involved in making the award or administering the contract;
  - b) His/her relative (including "half" or "step") father, mother, spouse, brother, sister, child or in-laws;
  - c) His/her partner; or,
  - d) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
2. No commissioner, officer or agent of the Authority may have any financial or other interest, directly or indirectly through an immediate family member or a business with which the commissioner, employee or an immediate family member is associated, in the award or administration of any contract or proposed contract for construction, supplies, materials or services to be furnished or used in connection with any operations of the Authority.

Employees have an ongoing duty to disclose and avoid any interest in violation of these conflict of interest provisions. Any undisclosed profit, which results to any employee of the Authority, shall render such employee liable to surcharge in favor of the Authority to the full amount of such profit, and may subject the employee to other discipline and legal consequences.

## **C. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION**

PHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

PHA commissioners, officers, agents and employees of the Authority shall not solicit or accept, directly or indirectly, any gifts, from any of the following sources:

1. An individual, business, or an officer, director or employee of a business that is seeking to obtain business from or already has financial relations with the Authority;
2. An individual, business, or an officer, director or employee of a business whose operations or activities are regulated or inspected by the Authority;
3. A tenant in or resident of a PHA housing development project, a participant in the Housing Choice Voucher program, or any person on a PHA waiting list for such housing; or
4. An individual, business, or an officer, director or employee of a business attempting to influence the employee in the performance of his or her job duties for PHA for the pecuniary benefit of the person or business.

No commissioner member, officer, agent or employee of the Authority may use PHA funds for gifts or social, non-PHA activities intended for the financial gain of such employee or other employees of the Authority.

Gifts include money, meals, services, loans, travel, lodging, entertainment, gratuities, favor, discounts, rewards, a promise of future employment, or other thing(s) that are individually or collectively of greater than nominal value. Ordinarily, items of less than \$10 in value will be considered of "nominal value" and will not be considered gifts; this exception includes, but is not limited to: (1) acceptance of food and refreshment of nominal value on infrequent occasions in the ordinary course of a meeting and (2) items of nominal value offered as a token of esteem or appreciation on the occasion of a public appearance, visit, speech, or the like.

If a Board member, officer, or agent or employee of the Authority receives a gift or an offer of a gift, the individual receiving it should report the gift or the offer of a gift to the Ethics Officer.

Disciplinary Actions: Breaches of the ethical standards of this section of the policy may result in a PHA employee being subject to disciplinary actions consistent with PHA's policies and procedures and other consequences pursuant to law.

#### **D. CERTAIN PROHIBITED ACTIVITIES**

Under Commonwealth of Pennsylvania law, certain employees of the Authority (identified in the paragraph below), upon leaving PHA, are prohibited from engaging in business activities with PHA personally or on behalf of another person, in exchange for promised or actual compensation, for a period of one (1) year.

Such covered employees are those who are responsible for taking or recommending official action of a non-ministerial nature with regard to (1) contracting or procurement, (2) administering or monitoring grants or subsidies, (3) planning or zoning, (4) inspecting, licensing, regulating or auditing any person, or (5) any other activity having a more than an insignificant economic impact are subject to the preceding prohibition.

A present or former PHA employee whose activities are described in the immediately preceding paragraph shall not engage in selling or attempting to sell supplies, services, or construction to PHA. Former PHA employees shall be subject to this ban only for one year following the date such employment ceased. The term "sell" means signing a bid or proposal, negotiating a contract. Contacting any PHA employee for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

#### **E. PROHIBITION AGAINST CONTINGENT FEES**

Contractors shall not retain a person to solicit or secure a PHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

#### **F. PENALTIES**

In the event any commissioner, employee, agent or contractor of PHA has been determined to have violated any of the provisions of the ethics section of this policy, such commissioner, employee, agent or contractor may be disciplined up to and including, but not limited to, termination and/or removal, and otherwise in accordance with Federal, State or local law or regulations.

Further sanctions may include:

1. oral or written warnings or reprimands;
2. suspension with or without pay for specified periods of time; or
3. termination of employment.

Additionally, the value of anything received by an employee or non-employee in breach of the ethical standards of this policy shall be recoverable by PHA. All procedures under this policy shall be in accordance with due process requirements and existing law. In addition, notice and an opportunity for a hearing shall be provided before imposing any suspension or termination of employment based on the breach of the ethics requirements of this policy. Remedies against contractors may include notification to HUD, and/or to an applicable federal, state or local law enforcement agency.

### **XV. DISPOSITION OF SURPLUS PROPERTY**

- A. General. Property no longer necessary for PHA's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations. Under no circumstance may any sale made by the PHA be for cash. A Certified or Cashier's Check made payable to the Philadelphia Housing Authority shall be the only method of accepting payment.

and where PHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited.

2. **Solicitation.** A minimum of 14 days shall be provided for the preparation and submission of proposals; however, the President & CEO or his or her designee may allow a shorter period under extraordinary circumstances where adequate competition can nevertheless be ensured. The Request For Proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor including price, to the extent applicable. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the RFP.
3. **Negotiations.** Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. PHA shall disqualify proposals if mandatory elements required by the request for proposal package are not submitted by prospective offerors. Offerors shall be notified in the RFP if PHA reserves the right to award on receipt of initial proposals without discussions. Offerors within the competitive range (those offerors submitting the most competitive proposals and are the most likely to be considered for award) shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of significant deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements and provide the best value to PHA. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted by PHA in bringing its proposal up to the level of any other proposal.

Offerors shall not be directed to reduce their proposal prices to a specific amount in order to be considered for award. A common deadline (Best and Final Offer or "BAFO") shall be established for receipt of proposal revisions based on negotiations.

4. **Award.** After evaluation of proposal revisions, if any, the contract shall be awarded to the responsive and responsible firm whose qualifications, price and other factors considered, are the most advantageous to the PHA.

#### E. NONCOMPETITIVE PROPOSALS

1. **Conditions for Use.** Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing or competitive proposals, and one of the following applies:
  - a) The item or service is available only from a single source;
  - b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. The procurement to address the public exigency or emergency shall be limited to those supplies, services, or construction necessary to meet the public exigency or emergency;
  - c) HUD authorized the use of noncompetitive proposals; or
  - d) After one (1) attempt at solicitation of a number of sources, competition is determined inadequate and the Contracting Officer so certifies. This certification shall be updated for repeat purchases of the same product or service pursuant to a noncompetitive proposal.
2. **Justification.** Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures which shall be maintained in the contract file. The justification shall be approved in writing by the Contracting Officer, and include:
  - a) Description of the requirements;
  - b) History of purchases of the same product or service;



- B. Property with a value less than \$400.00 may be sold in the open market by the Contracting Officer after informal inquiries to ensure a fair return to PHA. The sale shall be documented with an appropriate Bill of Sale.
- C. Property with a value greater than \$400.00 and less than \$25,000.00 may be sold by the Contracting Officer via public surplus online auction. The sale shall be documented with an appropriate Bill of Sale.
- D. The Board of Commissioners may award a contract for the sale of property valued at greater than \$25,000.00 after formal advertisement in a paper of general circulation, and after making the sale known to probable interested bidders. The bid opening shall be public, at the place and time specified in the advertisement, and at least fifteen (15) days after the advertisement appears in the newspaper. A tabulation of all the bids will be recorded, a Recommendation of Award (ROA) shall be made to the Commissioners, and when/if approved, an award made. Upon the receipt of a certified check in the correct amount, and the signing of an appropriate Bill of Sale, the salvaged materials may be transferred to bidder, approved by the Board of commissioners, by the Contracting Officer.
- E. If the Contracting Officer concludes that the property has no residual value, having made every effort to dispose of the property via sale (a purchaser cannot be found), a statement shall be prepared by the Contracting Officer to that extent, listing all history of the attempted sale, and advise the President & CEO of his or her intent to dispose of the property.
- F. Donation of Excess Property. If PHA cannot use the property, and it cannot be sold, the next option is to donate it to other governmental entities or non-profit organizations. The organizations should be contacted and provided a listing of the items, noting their condition. The organizations should be given a specific amount of time to reply, advising that they will be resolved on a first-come first-serve basis, based on PHA's receipt of their responses. Arrangements will be made for the organization to pick up the donated property. Representatives of the recipient's organization will sign for the receipt of the items picked up and confirm the receipt in a letter to PHA on the organization's letterhead. PHA's related records are to be adjusted to record the donation of the property. Copies of all related reports, receipts, adjustments, etc., are to be attached to Form CPP 541 and maintained on file. In the event that the President and CEO determines that the donation of an item or items to another governmental entity or non-profit organization would benefit the public good to an extent that is greater than the sale or scrap value of the item or items, the President & CEO may request approval of said donation from the PHA Board of Commissioners. If approved, the procedures stated above would then be followed.

## **XVI. FUNDING AVAILABILITY**

Before initiating any contract, PHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

## **XVII. SECTION 3 POLICY**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ("Section 3") and 24 CFR Part 135 requires that, to the greatest extent feasible, employment and other economic opportunities generated by certain financial assistance from the U.S. Department of Housing and Urban Development ("HUD") be directed to low- and very low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low income persons, as defined in 24 CFR 135.5.

### **A. Statement Of Purpose**

- 1. This Section 3 portion of the Procurement Policy shall provide direction to the Philadelphia Housing Authority (PHA) for maximizing employment and other economic opportunities for low- and very low-income individuals and business concerns through certain HUD-funded contracts, pursuant to 24 CFR Part 135. PHA will establish appropriate procedures and processes to implement this Section 3 portion of the

Policy. This Policy does not require employing a Section 3 Resident or contracting with a Section 3 Business Concern that does not meet the qualifications of the position to be filled or cannot fulfill the contract requirements.

**B. Applicability**

1. This Policy shall cover all contracts, including memoranda of understanding, for the provision of services to PHA funded through Section 3 Covered Assistance, which includes cooperative purchasing agreements and contracts for professional services (such as audit and accounting, brokerage, architecture, and legal), maintenance, repairs, labor, landscaping, modernization projects, employee training, PHA resident education and services, and construction. This Policy does not apply to contractors who only furnish materials or supplies.

**C. Definitions**

1. PHA incorporates into this Policy all of the definitions contained in 24 CFR 135.5; definitions most applicable to PHA's Policy are listed below.
  - a) **Contractor:** Any entity that enters into a contract or agreement to perform work generated by the expenditure of Section 3 Covered Assistance, or for work in connection with a Section 3 Covered Project.
  - b) **HUD Youthbuild Programs:** Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
  - c) **New Hires:** Full time employees for permanent, temporary or seasonal employment opportunities.
  - d) **Section 3 Business Concern:** A business concern is defined as a business entity formed in accordance with State law, and which is licensed to the extent required under any State, county or municipal law to engage in the type of business activity for which it was formed:
    - i. That is 51 percent or more owned by Section 3 Residents; or
    - ii. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of first employment with the business concern were Section 3 Residents; or,
    - iii. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two preceding paragraphs in this definition.
  - e) **Section 3 Clause:** The contract provisions set forth in 24 CFR 135.38. The Section 3 Clause is set forth in Section I of the Policy
  - f) **Section 3 Covered Assistance:**
    - i. Public and Indian housing development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 ("1937 Act");
    - ii. Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
    - iii. Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act; or
    - iv. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
      - A. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); or
      - B. Housing construction; or
      - C. Other public construction project (which includes other buildings or improvements, regardless of ownership).

- g) **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 that are governed by the Federal Acquisition Regulation System (see 48 CFR, 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.
- h) **Section 3 Covered Project:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards); other public construction that includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
- i) **Section 3 Fund:** A fund held and administered by or under the direction of PHA to be expended for the purpose of supporting training programs for Section 3 Residents to develop skills necessary or useful to enable Section 3 Residents: 1) to fulfill all or a portion of the requirements of any of PHA's Section 3 Covered Contracts; 2) to support or create Section 3 Business Concerns; or 3) to sell, directly or through Section 3 Business Concerns, supplies and materials commonly procured by public housing authorities. Such training programs shall include, without limitation, apprentice or pre-apprenticeship programs developing skills involved in building trades, maintenance, landscaping and security and scholarships to pay the cost of participation of Section 3 Residents in any available apprenticeship programs for the building trades such as plumbing, carpentry, electrical, etc., and continuing education. The financial assistance may be used for the payment of tuition, union initiation fees, dues, tools, equipment and work clothing, or any other related expense.
- j) **Section 3 Resident:** 1) A public housing resident or 2) a low or very low-income person, as defined below, who resides in Philadelphia, PA. A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence, when requested, that the person is eligible for the preference meeting the requirements of (i) or (ii).
  - i. Low-income: households whose income does not exceed 80 percent of the median income for the area in which they reside.
  - ii. Very low-income: households whose incomes do not exceed 50 percent of the median income for the area in which they reside.
- k) **Subcontractor:** Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance, or arising in connection with a Section 3 Covered Project.

#### D. PHA Responsibilities

1. PHA will comply with Section 3 in its operations. This responsibility includes:
  - a) Notifying Section 3 Residents and Section 3 Business Concerns about jobs and contracts generated by Section 3 Covered Assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
  - b) Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist PHA in meeting its goal;
  - c) Facilitating the training and employment of Section 3 Residents and the award of contracts to Section 3 Business Concerns; and
  - d) Documenting the action that the PHA takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
  - e) PHA also has a responsibility to ensure compliance of contractors and subcontractors. PHA will:

- i. Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents;
- ii. Refrain from entering into contracts with contractors that are in violation of the regulations at 24 CFR Part 135;
- iii. Respond to complaints made to PHA by Section 3 Residents or Section 3 Business Concerns that PHA, a contractor or subcontractor, is not in compliance with 24 CFR Part 135; and
- iv. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that PHA's contractors and subcontractors are not in compliance with the regulations at 24 CFR Part 135.

E. Goals

1. Goals for Employment and/or Training: All contractors under Section 3 Covered Contracts shall contractually agree to employ and/or train Section 3 Residents, to the greatest extent feasible, for 30% of all new hires related to the Contract.
2. Employment Preferences: Contractors must select qualified Section 3 Residents as new hires for work generated by the Section 3 Covered Contract, to the greatest extent feasible, in the following order of priority:
  - a) PHA residents of the development or developments where the work is to be performed;
  - b) Other residents of PHA;
  - c) Participants in HUD Youthbuild Programs occurring in Philadelphia;
  - d) Other Section 3 Residents.
3. Goals for Contracting by PHA: To the greatest extent feasible, PHA shall seek to award to qualified Section 3 Business Concerns contracts of at least: 1) 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, and 2) 3% of the total dollar amount of all other Section 3 Covered Contracts.
4. Goals for Subcontracting by Contractors under PHA Contracts: All contractors under Section 3 Covered Contracts shall, to the greatest extent feasible, seek to award to qualified Section 3 Business Concerns, subcontracts of at least: 1) 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, and 2) 3% of the total dollar amount of all other Section 3 Covered Contracts.
5. Contracting and Subcontracting Preferences: To the greatest extent feasible, PHA and its contractors and subcontractors must select qualified Section 3 Business Concerns to perform work generated by any Section 3 Covered Contract, in the following order of priority:
  - a) business concerns that are 51% or more owned by residents of the development for which the Section 3 Covered Assistance is expended, or business concerns whose full-time permanent workforce includes at least 30 percent of those persons as employees;
  - b) business concerns that are 51% or more owned by residents of other PHA-owned or managed developments or whose full-time, permanent workforce includes at least 30 percent of those persons as employees;
  - c) HUD Youthbuild Programs being carried out in Philadelphia;
  - d) business concerns that are 51% or more owned by Section 3 Residents, or whose permanent, full-time workforce includes no less than 30 percent Section 3 Residents, or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 Business Concerns described above.
6. Preferences Regarding Small Purchases: For contracts that do not exceed \$18,500, procured in accordance with the Small Purchase Procedures found in this Procurement Policy, and where the Section 3 Covered Contract is to be awarded based on price, the contract will be awarded to the responsible source with the lowest responsive quotation.

a) Where the Section 3 Covered Contract in an amount not to exceed \$18,500 is to be awarded based on factors other than price, a request for quotations will be prepared in accordance with PHA's Procurement Policy, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation will identify all factors to be considered, including price or cost. The rating system will provide for a range of up to 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The percent of the preference points shall be determined by the head of PHA's Supply Chain Management Department or his or her designee upon due consideration of the effect of any preference upon the ability to obtain responsive quotations. The contract or purchase order will be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

7. Preferences Regarding Procurement By Request For Proposals (RFP): For Section 3 Covered Contracts awarded through an RFP process, the RFP shall identify all evaluation factors (and their relative importance) to be used to rate proposals. One of the evaluation factors shall address both the preference for Section 3 Business Concerns and the acceptability of the proposing contractor's strategy for meeting the Section 3 greatest extent feasible requirement. This factor shall provide for a range of up to 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components. The percent of the preference points shall be determined by the head of PHA's Supply Chain Management Department or his designee upon due consideration of the effect of any preference upon the ability to obtain responsive proposals.

a) The component of this evaluation factor designed to address the preference for Section 3 Business Concerns must establish a preference for these business concerns in the order of priority ranking as set forth in this policy.

b) With respect to the second component (the acceptability of the strategy for meeting the greatest extent feasible requirement), the RFP shall require disclosure of the contractor's strategy for meeting the greatest extent feasible requirement to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable strategy for meeting the greatest extent feasible requirement. The contract award shall be made to the responsible firm whose proposal is determined most advantageous considering price and all other factors specified in the RFP.

8. Preferences Regarding Contracts to be Awarded Under a Sealed Bid Process: Where the Section 3 Covered Contract is to be awarded under a sealed bid process, PHA will utilize the procedure and the method for providing preference for Section 3 Business Concerns described in Section III (2)(i) of the Appendix to 24 CFR Part 135.

#### F. Compliance

1. HUD holds PHA accountable for compliance with Section 3 requirements: Therefore, contractor reporting requirements will be incorporated into all Section 3 Covered Contracts and contractors shall be contractually required to respond to requests for information from PHA for compliance verification throughout the life of the contract. PHA's Section 3 Program may also conduct random compliance inspections at the site of a Section 3 Covered Project.

2. Achievement of Numerical Goals: In the absence of evidence to the contrary, if a contractor meets the minimum numerical goals listed in Section XVII (E), above, the contractor is considered to have complied with its Section 3 requirements under this Policy.

3. Burden of Proof: Section 3 requires compliance with its minimum numerical requirements unless PHA and its contractors demonstrate that such compliance was not feasible following reasonable efforts. Contractors must demonstrate, through compliance reports and forms established by PHA, that they have met the numerical goals stated in Section XVII (E) of this Policy. When a contractor is unable to meet the objectives stated in Section XVII (E) of this Policy, the contractor has the burden of demonstrating why it

was not feasible to meet the numerical goals. Such justification may include impediments encountered despite actions taken. In the event a contractor does not meet the numerical goals for both new hires and subcontracting or the contractor has no need for new hires or any subcontracting or both, PHA requires that a contractor indicate that it has provided other economic opportunities as further evidence of its attempt to comply with Section 3 requirements. See Section XVII (F).

4. **Supplemental PHA Requirements:** Except in the case of Section 3 Covered Contracts under \$18,500, PHA requires each contractor pursuant to any Section 3 Covered Contract to provide other economic opportunities in the event a contractor demonstrates that meeting any applicable Section 3 numerical goals was not feasible after using reasonable efforts to achieve such numerical goals. PHA also requires the provision of other economic opportunities in each of the following circumstances:
  - a) The contractor can demonstrate that it has no need or plan to subcontract or hire to fulfill the Section 3 Covered Contract;
  - b) The contractor needs new hires and fails to meet the applicable numerical goals or the contractor does not need to hire to fulfill the Section 3 Covered Contract; or
  - c) The contractor needs to subcontract and fails to meet the applicable numerical goal or the contractor does not to subcontract to fulfill the Section 3 Covered Contract.
5. **Cooperation:** PHA will cooperate fully with Section 3 compliance reviews by HUD. PHA will promptly correct or work with contractors to correct any deficiencies identified by HUD during such reviews.

#### G. Other Economic Opportunities

1. The following qualify as other economic opportunities to fulfill the requirements of Section XVII (F)(4):
  - a) Contributing to a Section 3 Fund created by PHA in the amount of three percent (3%) of the Section 3 Contract amount (see Definitions, Section XVII (C)(1)(i), above and (G) (c)(vi), below);
  - b) Hiring Section 3 Residents in part-time positions;
  - c) Providing economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including, but not limited to the following:
    - i. Formation of Section 3 Joint Ventures;
    - ii. Purchase of materials and supplies from PHA resident-owned businesses; use of labor only contracts for building trades; Such economic opportunities may be provided either directly by the contractor or by the contractor providing incentives to non-Section 3 Businesses to provide such economic opportunities to low-income persons;
    - iii. Use of upwardly mobile, bridge and trainee positions to fill vacancies;
    - iv. Hiring Section 3 Residents in management and maintenance positions regarding other housing developments;
    - v. Hiring Section 3 Residents or subcontracting to Section 3 Business Concerns in circumstances unrelated to any PHA Section 3 Covered Contract; or
    - vi. Providing mentorship, continuing education and/or training opportunities that benefit Section 3 Residents or Section 3 Business Concerns or both.
2. A contractor may use any one or more of the foregoing economic opportunities, but the contractor must demonstrate that the cost or value of such other economic opportunities with respect to each Section 3 Covered Contract is not less than the difference between ten percent (10%) of the Section 3 Covered Contract amount or three percent (3%) for non-construction contracts.
3. PHA may not require a contractor to make a Section 3 Fund contribution in lieu of any of the other economic opportunities described in Section XVII (G)(1), above.
4. Data Collection and Reporting

- a) PHA will submit an annual report to HUD documenting the compliance with Section 3 in such form and with such information as HUD may request. The report will be submitted in compliance with HUD required deadlines. HUD will be provided access to all records, reports and other documents or items PHA maintains to demonstrate compliance with Section 3 requirements.

#### H. Complaint

##### 1. Complaint Right

- a) Any Section 3 Resident and any representative who is not a Section 3 Resident, but who represents one or more Section 3 Residents, and any Section 3 Business Concern or any individual representative of one or more Section 3 Business Concerns, may bring concerns of noncompliance with Section 3 to HUD in conformity with complaint procedures detailed in 24 CFR 135.76. Complaints are to be filed with the Assistant Secretary for Fair Housing and Equal Opportunity.

##### 2. Resolution of Complaints

- a) If the Assistant Secretary sends a complaint to PHA for resolution, PHA will review the complaint promptly. If PHA believes that the complaint lacks merit, PHA will notify the Assistant Secretary, in writing, of this recommendation with supporting reasons, within thirty (30) days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.
- b) If PHA determines that there is merit to the complaint, PHA will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the sixty (60) day period, PHA must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both PHA and the complainant and must summarize the terms of the resolution reached between the two parties
- c) Any request for an extension of the sixty (60) day period by PHA must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.
- d) If PHA is unable to resolve the complaint within the sixty (60) day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling in accordance with 24 CFR 135.76.

##### 3. Intimidatory or Retaliatory Acts Prohibited

- a) PHA will not intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner with an investigation, proceeding, or hearing regarding a complaint.

##### 4. Judicial Relief

- a) Nothing in this policy precludes a Section 3 Resident or Section 3 Business Concern from exercising the right to seek redress directly through judicial procedures.

#### I. Section 3 Clause

All Section 3 Covered Contracts shall include the following clause (A-G, below), referred to as the Section 3 clause:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.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 in of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work performed under this contract. Section 7(b) requires that the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



# APPENDIX 2

**FEBRUARY 2016 SIGN-UP SHEET FOR THE  
GENERAL PUBLIC COMMENT PERIOD  
AT THE END OF THE BOARD MEETING  
(3 minutes per person)**



Please **PRINT** your name and generally identify your topic:

Name: Rosa Stephens - T N W L A ✓  
Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

Name: Bruce E Brisbane  
Maintenance Issue? Yes  No  Other (topic):  Queen Lane  
Recreational Facilities for  
Queen Lane.

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

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

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

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

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

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

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

# FEBRUARY 2016 SIGN-UP SHEET FOR COMMENT ON SPECIFIC RESOLUTIONS

(3 minutes per person)



1. SECOND AMENDMENT TO THE MTW ANNUAL PLAN FOR YEAR SIXTEEN
2. TRANSFERS OF ASSISTANCE UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM FROM 276 VACANT SCATTERED SITE UNITS TO SIX PROPOSED DEVELOPMENTS AND GRANTING OF AUTHORITY TO CLOSE THE TRANSACTIONS
3. AMENDMENT TO AN AGREEMENT WITH (PRA) FOR SERVICES RELATED TO THE BLUMBERG PROJECT AND ENTERING INTO A GRANT AGREEMENT WITH PRA UNDER WHICH PHA WILL RECEIVE AN AMOUNT NOT TO EXCEED \$8,000,000.00
4. SUBMISSION OF A UNIT AND LAND DISPOSITION APPLICATION TO HUD; RESCISSION OF A DEMOLITION APPROVAL FOR 5176 VIOLA STREET; AND CONVEYANCE OF 5176 & 5178 VIOLA STREET TO COMMUNITY VENTURES OR ITS AFFILIATES AT NOMINAL CONSIDERATION
5. CONVEYANCE OF 1913 PARRISH STREET, SUBJECT TO APPROVAL BY HUD
6. INSURANCE CONTRACTS WITH VARIOUS INSURERS FOR A NUMBER OF TYPES OF INSURANCE
7. ADOPTING A MOA BY AND BETWEEN PHA AND THE CITY OF PHILADELPHIA - OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
8. UPDATED AND REVISED CONTROLLED POLICY AND PROCEDURE 10

**Please PRINT your name & check the number of the resolution on which you wish to speak:**

1.	Name: <u>Rehanna Phillips</u>	Reso. #1	2	3	4	5	6	7	8
2.	Name: _____	Reso. #1	2	3	4	5	6	7	8
3.	Name: _____	Reso. #1	2	3	4	5	6	7	8
4.	Name: _____	Reso. #1	2	3	4	5	6	7	8
5.	Name: _____	Reso. #1	2	3	4	5	6	7	8
6.	Name: _____	Reso. #1	2	3	4	5	6	7	8
7.	Name: _____	Reso. #1	2	3	4	5	6	7	8