



SOLICITATION NO.

0031-2015

ISSUE DATE: August 3, 2015

CLOSING DATE: August 17, 2015

CAPTION: Partnership Program for Affordable Housing for Veterans Affairs Supportive Housing (VASH)

REQUEST FOR PROPOSALS

PARTNERSHIP PROGRAM for AFFORDABLE HOUSING for VETERANS AFFAIRS SUPPORTIVE HOUSING

SECTION A – GENERAL INTRODUCTION

A.1 OVERVIEW

The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. DCHA provides rental housing assistance on behalf of more than 13,000 households through its Housing Choice Voucher Program (HCVP). This assistance is made possible through contractual relationships with private owners in the marketplace.

DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its Housing and Urban Development (HUD) Moving to Work authority. DCHA has created the Partnership Program for Affordable Housing (“Partnership Program”) in order to increase the long-term supply of affordable housing. The Partnership Program is DCHA’s project-based voucher program.

A.2 BACKGROUND

HUD has issued Public and Indian Housing (PIH) Notice 2015-11 (HA) in order to announce the availability of a set-aside of approximately \$7 million in HUD-VASH funding that will support approximately 1,000 units of project-based voucher (PBV) assistance. These PBV VASH vouchers from HUD will provide homeless veterans with access to affordable housing with an array of supportive services.

DCHA invites affordable housing property developers and private owners in the District of Columbia to submit a written proposal demonstrating their project eligibility, qualifications and interest in securing project-based vouchers that will serve homeless veterans or chronically homeless veterans.

PBV assistance provides rental subsidies paid on behalf of eligible families who live in units that are under long-term contract with DCHA. The project which is selected through this RFP must also have the support of the Veterans Administration Medical Center (VAMC).

In this RFP, DCHA seeks proposals from owners/developers who will commit to house homeless veterans in not more than 75 units of housing at a single project that will receive assistance through PBV VASH vouchers. Additionally, project sites are eligible for up to one hundred percent (100%) of the units participating in the Partnership Program, or such

lesser percentage as may be set by the DCHA Board of Commissioners. In addition, Partnership Program subsidy may be made available for up to one hundred percent (100%) of the units in a qualified property for units that specifically made available for elderly or disabled families, or families receiving supportive services (14 DCMR 9303.2).

DCHA recognizes the need to increase the supply of available affordable housing in the District of Columbia. This RFP targets at least 70% of one-bedroom project based units (note: the VA prefers one-bedroom units) and units that are no larger than three bedrooms.

The owner/developer will also acknowledge that the veterans housed in these units will be placed under the *Housing First* approach. *Housing First* is an approach where homeless persons, usually chronically homeless or especially vulnerable homeless individuals and families, are provided immediate access to housing and then offered the supportive services that may be needed to foster long term stability and prevent a return to homelessness. This approach removes unnecessary barriers and assumes that supportive services are more effective in addressing needs when the individual or family is housed and the daily stress of being homeless is taken out of the equation. Key components of this model include a simple application process, a harm reduction approach, and no conditions of tenancy beyond those included in the lease. Housing First specifically does not require sobriety or testing for substance abuse to obtain or sustain tenancy and thus must not be required in the lease.

DCHA has created a Veterans Empowerment Program (VEP) in partnership with local service providers. This program is designed to address the issues veterans known to be obstacles for veterans including, but are not limited to:

- Job training/employment counseling
- Personal financial planning
- Basic banking services
- Legal services (e.g. VA claims assistance)
- Child care services
- Household maintenance skills
- Transportation services
- Health and wellness services

SECTION B – PROJECT-BASED VOUCHER PROGRAM OVERVIEW

B.1 PURPOSE

The purpose of this RFP is to select a project(s) to make an application to HUD in accordance with HUD PIH-NOTICE 2015-11 for HUD-VASH funding that will support up to 75 units of project-based voucher (PBV) assistance. These PBVs will enable homeless veterans to access affordable housing with an array of supportive services.

B.2 FUNDING

The selection under this PBV RFP is conditional and subject to the successful award of PBV VASH funding from HUD pursuant to HUD PIH Notice 2015-11.

B.3 PROGRAM REQUIREMENTS

B.3.1 ELIGIBLE PROPERTIES

In order for a project to be eligible, it must reasonably be expected to comply with HCVP Housing Quality Standards (as outlined in Appendix A- Housing Quality Standards) and be occupied by VASH-eligible families within six (6) months of the date of the contract award for existing units and within three (3) years for units undergoing substantial rehabilitation or new construction. Timeliness of unit availability is a significant factor in HUD's award of VASH resources, with the projects that are ready for occupancy in 30 days or less being the most competitive. As a result, DCHA will give greatest consideration to suitable properties that can be ready for occupancy in the shortest timeframe.

B.3.2 INELIGIBLE PROPERTIES

The following properties or units are not eligible for the Partnership Program.

1. Units that are occupied by the Owner of the property. This does not apply to cooperatives, which are deemed rental housing.
2. Properties located in a flood zone area unless flood insurance is obtained.
3. High-rise elevator properties with children residing therein, unless the U.S. Department of Housing and Urban Development (HUD) determines that there are no practical alternatives. A high-rise elevator building is any building over five (5) stories.
4. Shared housing; nursing homes; and institutional facilities providing continual psychiatric, medical nursing services, board and care or intermediate care. However, this prohibition does not apply to neighborhood-based residential programs serving special needs populations such as victims of domestic violence or homeless persons.
5. Units within the grounds of penal, reformatory, medical, mental, and similar public or private institutions.
6. College or other school dormitories.
7. Manufactured homes. Manufactured homes are defined as structures, which can be transported in one or more sections of eight (8) feet or more in width or forty (40) feet or more in length, or, when erected on site, are three hundred twenty (320) or more square feet, and which are built on a permanent chassis and designed to be used as a dwelling

when connected to utilities, and includes plumbing, heating, air-conditioning, and electrical systems.

8. Units subsidized with any District of Columbia rent subsidy.
9. Units subsidized with tenant-based assistance under the HOME Investment Partnership Program (HOME) or any other duplicative Federal or District of Columbia housing subsidy. This does not include the housing component of a government subsidy, a Social Security payment or a rent reduction because of a tax credit.

B.3.3 HOUSING ASSISTANCE PAYMENT CONTRACT

If a development is selected for funding, DCHA will sign an *Agreement to Enter into a Housing Assistance Payment (AHAP)* to reserve the Project-Based Assistance for a term of not more than six (6) months for existing units or three (3) years for units undergoing substantial rehabilitation or new construction. Once the units are occupied by eligible families a *Housing Assistance Payment (HAP)* contract will be executed for a period up to ten (10) years, contingent on available funding. If the units are not occupied within the six-month or three-year term of the AHAP, the allocation will be rescinded or amended and the owner will be required to submit a new application in a subsequent round of Requests for Proposals to be considered for assistance. The initial and subsequent HAP contract between DCHA and the owner will be determined by the Payment Standards, based on the Fair Market Rent, and rent reasonableness standards in place at the time the HAP contract is executed.

DCHA will enter into a contract with owners to provide the committed rental housing subsidy for up to fifteen years for the initial contract, subject to funding availability. Subsequent contracts may be for longer periods. VASH-eligible families will be required to pay 30 percent of their adjusted income, as defined by HUD regulation, to the owner directly for rent. The project-based subsidy amount provided by DCHA will amount to the difference between the Payment Standard established for each unit and the rent paid by the VASH-eligible family to the owner.

B.3.4 HOUSING CHOICE VOUCHER PROGRAM SUBSIDY LEVEL

Project-based assistance will be provided at a rate based on the reasonable rents and in an amount not to exceed the Payment Standard for the area in which the property is located. In some neighborhoods, the Payment Standard may be as much as 130 percent of HUD Fair Market Rents adjusted for bedroom size. The initial and subsequent contract rent will be based on an analysis of the reasonableness of the proposed rent and the neighborhood in which the property is located. Fair Market Rents and Rent Adjustment Factors, published by HUD on an annual basis, are used by DCHA to determine its Payment Standards.

B.3.5 MAXIMUM AVAILABLE SUBSIDY LEVEL PER PROJECT

Properties selected for participation in the Partnership Program for Affordable Housing for VASH funding are eligible to receive project-based assistance for up to 100 percent of the total number of units in the property. Of the total number of partnership units to be provided in any project, a minimum of six (6) percent of the rental subsidized units must be constructed for the mobility impaired to the UFAS standard.

B.3.6 ELIGIBLE TENANTS

- Must be homeless
- Must receive VA Case Management Services
- Must be HCVP eligible

The following are program requirements as outlined by HUD.

- Eligible HUD-VASH families must be homeless veterans as determined by the VAMC.
- Eligible homeless veterans that agree to participate in case management are referred to the VAMC's partner PHA.
- A condition of eligibility for a HUD-VASH voucher is that the families receive VA case management services.

To be considered for funding, units proposed for VASH assistance are not required to be vacant at the time the proposal is submitted in response to this solicitation. Further, owners are prohibited from displacing non-eligible families for the purpose of creating a vacancy to be filled by an eligible family. If the owner is unable to occupy the units to be assisted with VASH-eligible families, or if families to be assisted are living in units unsuitable to their family size, DCHA may elect to reject or partially assist the project at its discretion.

Tenants selected to fill vacant units subsidized through this Partnership Program for Affordable Housing Solicitation may be families referred from a waiting list maintained by the DCVAMC. When a subsidized unit becomes vacant, the property manager will notify the DCHA to refer the next eligible applicant from the VASH list. As outlined above, DCHA will screen for income eligibility and sex offender status. The owner or management agent may not apply any additional screening criteria.

B.3.7 REQUIRED DOCUMENTS

A PBV RFP Application Form must be completed and submitted as part of the proposal along with the additional information and supportive documents as listed in the "Supportive Documentation" document. Additionally, owners/developers may be asked to submit additional information to help facilitate the proposal review.

SECTION C - INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information and can easily be evaluated.

C.2 SUBMISSION AND CONTENT OF PROPOSALS

C.2.1 APPLICATION SUBMISSION DEADLINE

Proposals shall be submitted an original and five (5) copies, prepared in the format and detail as outlined in Section C.2.3, below to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this solicitation. The Respondent's proposal shall be submitted in sealed envelopes marked "**RFP No. 0031-2015, Partnership Program for Affordable Housing for Veterans Affairs Supportive Housing (VASH)**"

All proposals must be received no later than **Monday, August 17, 2015 @11:00A.M.**
Submit all proposals to the following address:

**District of Columbia Housing Authority
Office of Administrative Services/Contracts
1133 North Capitol Street, NE Suite 300
Washington, DC 20002-7599
Attention: Cheryl Moore, Interim Contracting Officer**

Copies of the Request for Proposals (RFP) may be obtained from the Issuing Office between the hours of 9:00 a.m. and 4:00 p.m. or via our website at www.dchousing.org.

RESPONDENTS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THIS SOLICITATION MUST BE SUBMITTED TO THE ISSUING OFFICE.

C.2.2 Proposals shall be organized as follows:

Cover Letter

EXHIBIT I - Statement of Qualification

- A. Ownership
- B. Housing Management Experience
- C. VASH-Related Experience
- D. Experience of the Supportive Services Provider(s)

EXHIBIT II – Project Description

- A. Description of Existing Property
- B. Site Plan
- C. Project Schedule
- D. Rent Determination
- E. Management Plan
- F. Supportive Services Plan

EXHIBIT III – Project Occupants and Relocation Plan

EXHIBIT IV – Neighborhood Description

EXHIBIT V - Financial Information

- A. Personal Financial Disclosure Statement
- B. Financial Statement
- C. Project Proforma
- D. Sources and Uses
- E. Evidence of Financing

EXHIBIT VI - Site Control

- A. Evidence of Site Control
- B. Evidence of Zoning

EXHIBIT VII – References

EXHIBIT VIII - Certifications

C.3 TECHNICAL PROPOSAL

Detailed information about the requirements of each part is listed below:

COVER LETTER

A letter that identifies the owner(s) and project principals, shareholders, investors, and others with substantial interest in the project. Identify the primary contact person, telephone and facsimile numbers and addresses, including email. Provide a brief summary of the team's qualifications and relevant past experiences, including any provision on housing veterans. Identify the property, location, total number of units, as well as number of proposed units, by size (number of bedrooms), for the proposed project-based VASH units. Summarize the proposed project type, including any planned rehabilitation or construction, the projected date on which the units proposed for project-based assistance will be occupied. If the project will include non-VASH units, describe any occupancy restrictions for those units.

EXHIBIT I STATEMENT OF QUALIFICATIONS

The owner/developer and/or management team must have demonstrated experience in managing rental properties. The owner of the property included in this RFP should describe other

residential rental properties owned or managed by the owner and management agent that will service this property, including the name, qualifications and experience of the proposed management company.

- A. Ownership: Utilize the form provided in Appendix B to list each property owned and/or managed by the applicant or pertinent team members, including the proposed property. Indicate as appropriate the number of units in each property that currently serve as assisted housing and identify the type of assistance provided in a footnote. Include any units currently occupied by VASH or Housing Choice Voucher Program participants.

For each project listed, the statement must disclose and explain:

- Current financial default of more than 60 days duration.
 - Mortgage assignment or workout arrangement.
 - Foreclosure and/or bankruptcy.
 - Litigation relating to financing or construction of the project that is currently pending or was adjudicated within the past 5 years with a finding against the developer.
 - Real estate tax delinquencies.
 - Litigation by residents and/or tenants, both residential and commercial.
- B. Housing Management Experience: Describe the experience of the proposed management company over the past 5 years. Identify key personnel, including the site manager, and any specific experience individual staff members or the management company as a whole may have with subsidized properties. Indicate the income levels served (very low, moderate, market rate or mixed) and the current status of the property. If any management contract has been terminated within the past 5 years, list the date and explain the reasons for termination. Describe in detail the property(ies) and any management challenges similar to those that are likely to be encountered at properties participating in the Partnership Program for Affordable Housing/VASH initiative.
- C. VASH-Related Experience: Provide any detailed description of the team's experience in the management/development of supportive housing for veterans, homeless, elderly and/or disabled families. Describe any experience working with programs of the Veterans Administration.
- D. Experience of the Supportive Services Provider(s): Provide any detailed description of the service provider's experience providing supportive services for veterans, homeless, elderly and/or disabled families. Describe any experience working with programs of the Veterans Administration.

EXHIBIT II – PROJECT DESCRIPTION

- A. Description of Existing Property: Complete Appendix D-Property Description and submit with response to the RFP.

B. Site Plan:

- **For existing units:** describe the property “as is” and the improvements to be performed, if any.
- **For substantial rehabilitation:** provide a site plan, describe the property “as is,” the improvements to be performed and provide photos of areas where work will be performed.
- **For new construction:** Provide plans including elevations and floor plans, financials, schedule for construction and date units will be ready for occupancy for the total project.

C. Project Schedule: Provide a timeline for completing any improvements and outline the key steps to be taken from the date of contract award until the property achieves a Certificate of Occupancy, if applicable. Clearly indicate the projected date of occupancy for units requiring rental assistance.

D. Rent Determination: List the rents for each unit of the proposed project at the time of the proposal and the rents proposed when the project reaches full availability, including an indication of which utilities and services are included in the rent and which are not included.

E. Management Plan: Provide any management and maintenance plan for the property. The plan should specifically site procedures for carrying out the management responsibilities for the project-based units.

F. Supportive Services Plan: Provide any detailed description of all services to be provided to the occupants of the VASH-funded units. Identify where services will be provided (on-site or in another location). If the services will be provided on-site, describe the available facilities. If off-site, describe the facilities and indicate what assistance, if any, will be provided for transportation to and from the facilities.

EXHIBIT III PROJECT OCCUPANTS & RELOCATION PLAN

On a separate sheet of paper, outline the following information:

1. **Non-Residential Units:** If there are any non-residential units, such as commercial space, include total square footage and percent of total space in the project. Indicate whether any of these businesses will be relocated in the development process.
2. **Amenities:** Describe the amenities available to the tenants, such as laundry room or common areas.
3. **Current Occupancy Data:** Provide the number of persons (households and individuals) occupying non-VASH units, if any, on the date of proposal submission. For the non-VASH units, identify, by unit number, the current occupied units, the income levels of the households occupying those units and current rents paid. Identify the number of persons/households to be displaced or temporarily relocated, or permanently moved within the building or complex. If there will be no displacement, make a statement to that effect.

4. **Relocation Services:** Provide an estimate of the cost of relocation payments and services, and sources of funding, if any.
5. **Relocation Service Provider:** Identify the organization that will carry out the relocation activities, if applicable.

EXHIBIT IV NEIGHBORHOOD DESCRIPTION

- A. **Neighborhood Description:** A description of the location of the project, including the address, census tract and name of neighborhood. List nearby shopping areas, public transportation stops, schools, recreation areas, community service centers and any places of employment providing a range of jobs for lower-income workers.

EXHIBIT V FINANCIAL INFORMATION

- A. **Personal Financial Disclosure Statement:** Provide personal financial disclosure statements for the principals, partners, and/or owner entity, if applicable, and the management agent. List all real estate (street address) in the District of Columbia in which said individuals have an ownership interest. This information is not required of non-profit entities.
- B. **Financial Statement:** Provide a current financial statement for the development entity, or in the case of a newly formed entity, of the general partnership or corporate affiliates of the development entity that has been prepared by a Certified Public Accountant along with the most recent audit of such parties. The statement should show assets, liabilities and net worth of the entity(ies). The audited financial statements should include the past 2 years of cash flow statements, income statements and balance sheets. For entities with a history of net losses, negative working capital and negative cash flows from operating activities, please provide a summary explanation of the contributing factors for the negative results. Information concerning any participant who is not known at the time of submission of the owner's proposal must be provided to DCHA as soon as the participant is known.
- C. **Project Proforma:** Provide a 12 -year operating proforma with the first two years reflecting actual expenses for the most recent complete project fiscal years where applicable. Indicate the fiscal year and provide details on rents collected by unit size. The remaining 10 years in the proforma should reflect operations assuming award of the project-based assistance and any improvements, if applicable, to the property. Provide details on the proposed rents on each unit type, indicating which are proposed for project-based assistance. Indicate separately (a) the amount of outstanding debt currently on the property and the loan terms and, (b) any liens on the property other than mortgage loans reflected above. The proforma should provide sufficient detail to enable reviewers to determine the major categories of expenses and revenue sources (e.g., separate project-based revenue from other rental income), as well as the assumptions for year-to-year increases.
- D. **Sources and Uses:** Provide a sources and uses statement reflecting how the project will be financed. If you have received a bid for the construction work to be done, if any, provide it as an attachment to the statement. Preference will be given to applicants who seek to leverage funding received through the District of Columbia Housing Production Trust Fund (HPTF),

Community Development Block Grants (CDBG), HOME Investment Partnership Program (HOME) or Low Income Housing Tax Credits (LIHTC), and can document approval of funding through one or more of these or other District programs.

- E. Evidence of Financing: If improvements are proposed, evidence of financing must be provided. This may include a conditional commitment from a lender for rehabilitation or evidence that funds are available from the owner's personal resources. Any commitment from a lending institution must extend through the expected date of the start of rehabilitation. Proposals for substantial rehabilitation or new construction that do not include evidence of funding will not be considered.

EXHIBIT VI SITE CONTROL

- A. Evidence of Site Control: Please provide a copy of deed or may also provide an option to purchase that extends through the date of award and completion of the inspection and environmental reviews; evidence of ownership or a lease that gives the applicant long-term rights to operate the property (minimally for 15 years). Proposals without evidence of site control will not be considered.
- B. Evidence of Zoning: If any improvements require zoning variance, provide evidence that proposed modifications meet current zoning ordinances or regulations, or evidence to indicate that the needed rezoning is likely and will not delay occupancy. If no zoning action is required, provide a statement to that effect.

EXHIBIT VII REFERENCES

Provide three references for each team member. DCHA is particularly interested in reference letters which indicate successful experience managing supportive housing properties for veterans and/or persons who are formerly homeless, as well as mixed-income properties, if applicable.

EXHIBIT VIII CERTIFICATIONS

All certifications, as outlined in Appendix D of this solicitation, shall be completed and submitted with the response to this RFP.

C.4 CONFLICT OF INTEREST

In submitting a proposal, the firm affirms that to the best of its knowledge, there exists no actual or potential conflict between the firm's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.5 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified.

C.6 MANNER OF AWARDS

The Contracting Officer's Technical Representative ("COTR") shall review the Evaluation Panel's recommendation and make the final selection from the finalist(s) recommended as determined to be in the best interests of DCHA. The DCHA may award a contract upon the basis of the initial Responses received, without discussion. Therefore, each initial Respondent should contain the Respondents best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this RFP.

C.7 RETENTION

All proposals submitted shall become the property of the DCHA, shall be retained by the DCHA, and therefore, will not be returned to the Respondent.

C.8 FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason(s) for not submitting a proposal in response to this RFP. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one year after the closing date of this RFP.

C.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.10 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.11 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

a) Proposals and modifications to proposals that are received in the designated DCHA office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Respondents;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling by the District after receipt; or
3. The proposal is the only proposal received.

b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

c) Any request for withdrawal or request for modification received after the time and date set for submission of offers at the place designated for submission shall be considered “late”.

d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.

e) A late modification of a successful proposal, which makes its terms more favorable to DCHA, shall be considered at any time it is received and may be accepted at the soled discretion of DCHA.

C.12 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE RESPONDENT

The Respondent must demonstrate, to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the prospective Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.13 SIGNING OF OFFERS

The Respondent shall sign and print or type its name on the offer/proposal. The signing of the proposal/offer shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal/offer may be grounds for disqualification, if prior to selection of award, or termination, if discovered after award. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Offers by a partnership must be signed with the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing. Offers by a corporation must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by resolution of the Board of Directors meeting or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any offer by an individual who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may held personally to the offer. Offers submitted by a joint venture must be signed by all authorized venture personnel.

C.14 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that "any person has the right to inspect, at his or her discretion, to copy any public record except as expressly exempted by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation to DCHA may be subject to disclosure in response to a request under FOIA.

C.15 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the respondent will keep its initial offer open for at least one hundred and twenty (120) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least ninety days (90) days; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the RFP.

C.16 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals, receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. Respondent's failure to acknowledge an addenda or amendment may result in rejection of the offer.

SECTION D – CONTRACT TERMS

D.1 INSURANCE

In the event a claim arises out of this contract, the Respondent will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the DCHA COTR and ORM with reports of all incidents, accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

D.2 AFFIRMATIVE ACTION PROGRAM

If requested, Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Time Tables (G&T) "Compliance with Equal Opportunity Obligations in contracts" and the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986.

D.3 RESTRICTION ON DISCLOSURE AND USE OF DATA

An offer including proprietary or confidential information in its offer shall conspicuously display the following information on the first page of the offer if the respondent does not want the proprietary or confidential information disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

D.3.1 That the offer includes proprietary or confidential information that shall not be disclosed outside the DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

D.3.2 That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

D.3.3 That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction; and

D.3.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

D.3.5 The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, quantity, method of delivery or any information that is not deemed proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the offer.

D.4 RESPONSIBLE RESPONDENTS

DCHA will award contracts only to responsible prospective Respondents who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offer, DCHA will consider such matters regarding the Respondent:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, DCHA may conduct site visits to the Respondent's facility to verify information contained in the proposal.

D.5 INSURANCE

The Prospective Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting the DCHA against dishonest acts of the Prospective Respondent and its employees. The DCHA must be named as the loss payee.

The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHA. The Prospective Respondent shall indemnify, defend and hold harmless HUD and DCHA from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any breach by the Prospective Respondent, its agents, employees and the Prospective Respondent of any provision of this contract or any negligent or bad faith act(s) or omission(s) or the negligent performance of this contract by the Prospective Respondent, its agents, employees and the Prospective Respondent or any other person or entity for which the Prospective Respondent may be responsible.

Any provisions or limits of insurance set forth in this contract shall not limit the Prospective Respondent liability. DCHA shall notify the Prospective Respondent within a reasonable time of any claim for which the Prospective Respondent may be liable under this paragraph. At its own expense, the Prospective Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to the DCHA, and such coverage shall be in place on or before the execution of this contract and as a condition to it.

D.6 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Prospective Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Prospective Respondent shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.7 FAIR HOUSING EQUAL OPPORTUNITY

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

D.8 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Prospective Respondent and all of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code 2101 et.seq.

D.9 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Prospective Respondent and all of its sub-Contractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 6 percent of the project-based voucher units constructed will comply with Uniform Federal Accessibility Standards ("UFAS") as well as the additional specific requirements of HUD for accessible public housing units. DCHA may require more than 6 percent in the revitalization plan. In addition, all other

units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. *See* 29 U.S. Code, Section 794.

D.10 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.11 EXPENSE OF THE RFP SUBMISSION

All expenses incurred in the preparation and submission of proposals in response to the RFP shall be borne by the Respondent.

D.12 CANCELLATION

DCHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of DCHA. DCHA further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHA to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of DCHA.

D.13 PROTEST

Any party involved in a dispute with DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The Protester, defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing any protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within the DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of, the DCHA.

Executive Director. The Executive Director of the District of Columbia Housing Authority.

Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

General Counsel. The General Counsel of the District of Columbia Housing Authority.

Protester. Any respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair and/or biased manner.

PROCEDURES

1. 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 of contract award by the Contracting Officer of the DCHA, or the protest will not be considered, unless a different time period has been established in the RFP or contract, if applicable. The formal complaint must be in writing, must identify the aggrieved party by name and address, and contain a clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall include a finding of facts based on information provided by the Protester and DCHA's knowledge of the circumstances, and shall include instructions for filing an appeal, if necessary. The Contracting Officer must respond to the formal complaint within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in an agreement with the Protester directly related to the disputed issues.
3. If the Contracting Officer fails to respond to the formal complaint within the specified time period, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director. Such appeal must be in writing and made within fifteen (15) days of the date of the initial decision rendered by the Contracting Officer, or within fifteen (15) days after the expiration of the response time allotted. The Executive Director, or any designee, shall respond to any appeal submitted in a timely manner within fifteen (15) days of receipt of said appeal, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.
4. If the Executive Director or designee, fails to respond to a properly submitted protest within the allotted time, or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the

dispute settled by the District of Columbia Contract Appeals Board. Such request must be in writing and made within fifteen (15) days of receipt of the decision rendered by the Executive Director or designee, or within fifteen (15) days after the expiration of the response time allotted to the Executive Director whichever is earlier.

5. All protests, except those directed to HUD, or local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

Attn: Cheryl Moore, Interim Contracting Officer
Office of Contracts and Procurement
District of Columbia Housing Authority
1133 North Capitol Street, N.E. Room 300
Washington, D.C. 20002

6. All protests directed to the Contract Appeals Board shall be addressed to the following location:

Contract Appeals Board
One Judiciary Square
441 4th Street, NW, Suite 350 North, Washington, DC 20001
Phone: (202) 727-6597
Fax: (202) 727-3993
Email: cab@dc.gov

8. In the event the Protester disagrees with the decision rendered by the DCHA and the Contract Appeals Board and exhausted all administrative remedies, Protester may pursue any and all legal remedies available in a court of competent jurisdiction in the District of Columbia.

D.14 BEST AND FINAL OFFERS

D.14.1 DCHA may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the respondent's best terms from a cost and technical standpoint. However, if discussions are held with respondents, all respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

D.14.2 After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA's best interest to do so. If

discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

D.15 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Respondent shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires Respondents and sub-Contractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor Respondent's collective bargaining agreement for prime contracts in excess of \$100,000, Respondents and sub-Contractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

D.15 DAVIS BACON - Reserved

SECTION E – EVALUATION FACTORS FOR AWARD

E.1 THRESHOLD SELECTION CRITERIA

The District of Columbia Housing Authority has determined that any project determined to be eligible for a HAP contract must meet the criteria listed below. A technical review will be undertaken to determine whether the proposal meets the threshold criteria. Any proposal that fails to do so will not be forwarded to the Review Panel for consideration.

1. If the project is in a District of Columbia neighborhood that is poverty impacted (poverty rate is 20% or less, based on the 2010 Census) the owner must demonstrate the proposed project contributes to neighborhood revitalization that is underway.
2. Properties must meet or be proposed for renovation to meet the property standards established in Appendix A.
3. The project-based units must be reasonably expected to be occupied by VASH-eligible families or persons within six (6) months from the date of award of the Agreement to Enter into a Housing Assistance Payment contract (AHAP) for existing units and within three (3) years for units undergoing substantial rehabilitation or new construction.
4. The project must be financially feasible. This must be demonstrated by a 12-year operating pro-forma as specified in Exhibit III, Section C of this RFP.

5. Evidence of ownership must be provided with this application. The form of such evidence is provided in Exhibit IV, Section A of this RFP.
6. Proposed rents may not exceed 130 percent of the Fair Market Rents (FMR) published by HUD from time to time and are further limited by the rent comparability in the neighborhood where the project is located, whichever is less. If any of the units proposed for project-based vouchers are financed with Section 42 Tax Credits, the contract rent to the owner may not exceed the maximum rent for tax credit units.
7. Unless the owner is seeking 100% unit subsidy and has demonstrated experience in operating supportive housing programs, the owner or a lead member of the development team, if any, must:
 - Demonstrate the financial capacity to complete the project through the submission of corporate or partnership financial statements.

The owner, or a lead member of the development team, if any, must not:

- Be excluded for participation in Federal programs; nor,
 - Pose a conflict of interest due to any involvement in the proposed project with DCHA.
8. The management plan must be professional and the proposed management company must be experienced in providing high quality management of innovative projects.
 9. The facilities and amenities of the neighborhood must be convenient. For proposed projects to be located in poverty impacted neighborhoods the comprehensive neighborhood revitalization strategy must be underway or realistically expected to begin implementation in the next three years.

E.2 COMPLIANCE WITH PROPOSAL REQUIREMENTS

All proposals will be scored based on the evaluation criteria outlined in this RFP. The Procurement Officer will determine a competitive range based on the established criteria and point system. The Review Panel may consider unacceptable any proposal for which critical information is lacking or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references, may, at the sole option and discretion of the Review Panel, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format specified in Section C.3 above. Proposals which do not comply with these requirements may be rejected without further review.

E.3 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- E.3.1 The DCHA will make an award to the most responsible and responsive respondent whose offer conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.
- E.3.2 The DCHA may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.
- E.3.3 The DCHA may make multiple awards to ensure availability of a wide range of products or services.
- E.3.4 In the case of “Tie Scores” between two or more applications and there not enough units available to fully award each “Tied Application”, the selection committee will provide the final determination of selected project(s), using the outlined scoring criteria (below).

E.4 QUALIFICATION BIDDERS LISTING (OBL)-RESERVED

E.5 COMPETITIVE EVALUATION FACTORS

In addition to satisfactorily fulfilling the threshold criteria outlined in Section E.1 above, all proposals must score within the competitive range in order to be considered for award under this RFP. Proposals that satisfactorily comply with the criteria herein will be reviewed and an award will be based on the proposal deemed most responsive in meeting DCHA’s stated goals and objectives. After proposals have been reviewed, but prior to the award of the solicitation, DCHA reserves the right to request supplemental information for all properties that are deemed viable in order to determine which property is likely to be the most competitive under HUD’s scoring criteria for DCHA’s application for VASH resources.

E.6 EVALUATION FACTORS

The following evaluation factors will be used in selection for award:

CRITERIA	MAXIMUM POINTS
TECHNICAL CRITERIA	
1. Project Readiness: It is anticipated that HUD will make its award announcement by October 31, 2015. Higher points awarded for projects with units that will be ready for occupancy that will occur within 60 days of HUD award of PBV.	30

<p>2. Housing First: The project must comply with Housing First. Applications should include occupancy policies or statements of purpose from the project owner that clearly indicate how the principles of Housing First will be incorporated into the admission of Veterans and the provision of any supportive services provided by the project owner.</p>	<p>10</p>
<p>3. Onsite Services: Owner/developer must supply a written commitment to support maintenance of housing and serve as a direct link to the VA/MC intensive case workers.</p>	<p>25</p>
<p>4. Onsite Services: Projects that can demonstrate its willingness to incorporate the DCHA VEP into its onsite services offered to veterans.</p>	<p>10</p>
<p>5. Transportation: Proximity to DC VA Medical Center or Access to Transportation for veterans to get to and from the DC VA Medical Center (VAMC).</p>	<p>20</p>
<p>6. Transportation: Properties located nearest to the VAMC or Metro and/or services are provided to the veterans at very low cost or no cost to be transported to and from the VAMC.</p>	<p>10</p>
<p>7. Project must demonstrate that it is financially feasible for the 15 year Housing Assistance Payments Contract period:</p> <ul style="list-style-type: none"> • Day to day operating feasibility, including net operating income, per unit per year operating expense ratios, debt service and uses of excess cash • Detailed plan identifying all sources of funding feasible under generally accepted principles of affordable housing financing assumptions and modeling. 	<p>15</p>
<p>8. Accessibility Requirements:</p> <ul style="list-style-type: none"> a) Meet all current and Americans with Disabilities Act (ADA) requirements and provide not less than six percent (6%) of the units which meet the Federal Uniform Accessibility Standards (“UFAS”) (for non-existing units); and b) Provide units, which can be adapted at the owner/developer’s own cost, under reasonable accommodations; and c) Provide a reasonable accommodation policy that allows for service and companion animals. 	<p>10</p>
<p>9. Accessibility Requirements: Respondents that present:</p> <ul style="list-style-type: none"> •Numbers of PBV units that are accessible/adaptable; •Types of unit accessible features (mobility, hearing, sight) •Other accessibility features that provide access to the property and its services for disabled veterans 	<p>10</p>
<p>10. Experience owning/managing up to 75 units of housing, including units of homeless housing (professional management company may provide this experience, if necessary)</p>	<p>10</p>

<ul style="list-style-type: none"> • Types of targeted populations served through management/development of supportive housing • Quality of management/development experience in supportive housing for homeless populations • Prior experience with project-based vouchers • Current financial strength (as demonstrated by most recent audit) 	
11. Owners/developers who can demonstrate a commitment to provide service dollars to support DCHA VEP (up to \$100 per assisted unit per month) in their project to enable the eligible veterans housed to benefit from the VEP.	10
TOTAL POINTS TECHNICAL	160

BONUS POINTS –Weighted Factor 10 points

The DCHA will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Contracting Officer.

Upon determination of the competitive range, each Respondent who has been deemed technically qualified and is within the competitive range can receive additional points if the Respondent is determined to be a Local Small Minority or Woman-Owned Business Enterprise (LSM/WBE).

The following definitions apply for the DCHA Business Enterprise Designation Points:

- “Local” means within the Metropolitan Business Area;
- “Small” means a firm with 500 employees or less;
- “Minority” means 51% ownership; and
- “Woman-Owned” means 51% ownership.

The points shall be awarded to the Respondents based on a review of the respondent, either party of a joint-venture, or a respondent’s sub-Contractors.

The points will be awarded in the following manner:

- Local = 2.5 points
- Small = 2.5 points
- Minority = 2.5 points
- Woman-Owned = 2.5 points

CBE PARTICIPATION – Maximum 2.5 points

The Authority will recognize the District of Columbia certification as meeting the certification requirements of its CBE program. In recognition of the District’s CBE certification, the Authority will use the following CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more team

members is a CBE, the Authority will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Authority
10-12 Preference Points	2.5 Preference Points
6-9 Preference Points	2.0 Preference Points
2-5 Preference Points	1.0 Preference Points

TOTAL MAXIMUM POINTS (to include Bonus Points)

172.5 POINTS

E.7 POST AWARD CONDITIONS

All awards will be conditional on compliance with these requirements. For the selected project(s), the following items must be completed before DCHA and the owner can execute an Agreement (AHAP) or Housing Assistance Payments (HAP) contract.

1. **Site and Neighborhood Review.** Before entering into a HAP contract, DCHA will conduct an inspection of the proposed VASH PBV site and units. Site selection standards include: 1) An assessment of the physical attributes and appropriateness of the site for the proposed units; and 2) An assessment of whether the project is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as stated in DCHA's Administrative Plan. Owners/Developers may be asked to submit additional information to help facilitate this site review.
2. **Environmental Review.** PBV activities are subject to HUD environmental regulations in 24 CFR parts 50 and 58. DCHA must obtain documentation of environmental clearance from the Responsible Entity who conducted or approved the environmental review (see 24 CFR §983.58).
3. **Determination of initial contract rent.** DCHA will determine the amount of initial rent to owner according to 24 CFR §983.303(c) and its Administrative Plan.
4. **Subsidy layering review.** New construction PBV projects that utilize tax credits or other governmental housing assistance from federal, state or local agencies are subject to a subsidy layering review (see 24 CFR §983.55) to prevent excessive public assistance for the project. Owners/developers will be required to submit a list of documents to DCHA which will then be submitted to HUD for the review.
5. **Owners/developers may make modifications to the project schedule one time, post-award, in order to allow a second application for financing or tax credits. However, if the completion date of the project is delayed more than 12 months, DCHA may rescind the award of project-based vouchers.**

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1. TIMETABLE ()**

Advertise Date	August 2, 2015
Issue Request for Proposal	August 3, 2015
Deadline Submission for Proposal	August 17, 2015
Project Selection	No later than August 28, 2015

() DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY.**

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHA, COST AND OTHER FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.

Housing Quality Standards

Code of Federal Regulations, Title 24, Part 982, Section 401

§ 982.401 Housing Quality Standards (HQS).

(a) Performance and acceptability requirements.

(1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities--

(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria.

(i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a

locally approvable septic system).

(c) Food preparation and refuse disposal--

(1) Performance requirement.

(i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).

(2) Acceptability criteria.

(i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security--

(1) Performance requirement. The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria.

(i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash

locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment--

(1) Performance requirement. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria.

(i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity--

(1) Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria.

(i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) Structure and materials--

(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria.

(i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weathertight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) Interior air quality--

(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria.

(i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one operable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

(i) Water supply--

(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title

apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood--

(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition--

(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement--

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

Property Description

Property Name:

Property address (including zip code):

Building type (elevator, walk-up, townhouse, duplex, etc.):

Building amenities (parking, laundry, common areas, etc.):

Description of space for on-site services, if any:

Families served in non-VASH units (income mix and whether non-VASH residents are families, elderly persons, and/or persons with disabilities/special needs):

Year built:

Number of stories:

Number of units:

Number of units by bedroom size:

# of Bedrooms	Total	# Proposed for VASH Subsidy
Zero		
One		
Two		
Three		
Four		
Five +		
TOTAL		

APPENDIX D
CERTIFICATIONS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

22. Procurement of Recovered Materials

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



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

Public and Indian Housing

Special Attention of:
Directors of HUD Regional and Field
Offices of Public Housing;
Agencies that Administer the
Housing Choice Voucher Program

**Notice PIH 2014-03 (HA)
CORRECTION**

Issued: February 4, 2014

Expires: Effective until amended, revoked
or superseded

Cross References: Notice PIH 2010-40;
*Implementation of the HUD-Veterans
Affairs Supportive Housing (HUD-VASH)
Program* published in the *Federal Register*
on March 23, 2012.

Subject: Set-Aside Funding Availability for Project-Basing HUD-VASH Vouchers

- 1. Purpose.** The purpose of this notice is to announce the availability of a set-aside of approximately \$7 million in HUD-VASH funding that will support approximately 1,000 units of project-based voucher (PBV) assistance. These PBVs will enable homeless veterans to access affordable housing with an array of supportive services. The vouchers are being made available from a set-aside from the Consolidated and Further Continuing Appropriations Act, 2013 (the Act) (Public Law 113-6), enacted March 26, 2013, that provided approximately \$75 million dollars of funding for HUD-VASH vouchers as authorized under section 8(o)(19) of the United States Housing Act of 1937.
- 2. Maximum and Minimum Awards.** Any PHA that administers a Housing Choice Voucher program may submit only **one** application for **one** project¹ to be placed under one PBV housing assistance payments (HAP) contract and may request no more than 75 PBVs in its application, with the following exception. A PHA that has received more than one allocation of HUD-VASH vouchers that are targeted to different VA facilities may submit one application (for one project) for up to 75 PBVs in connection with each VA facility. For example, if the PHA received an allocation for one Veterans Affairs Medical Center (VAMC) and another allocation for a Community Based Outpatient Clinic (CBOC) under the same VAMC, the PHA could submit two applications, one for a single project in connection with each site. Each application could be for up to 75 PBVs. However, the maximum number of vouchers requested must be within the 20 percent

¹ A "project" is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.

maximum budget authority that may be allocated to PBV assistance in accordance with 24 CFR § 983.5(a).

- 3. Application Due Date.** Applications (form HUD-52515,) are due 90 days from the date of this notice to the Department at the address below:

U. S. Department of Housing and Urban Development
Office of Housing Voucher Programs, Attn: Phyllis Smelkinson, Room 4216
451 7th Street, S.W., Washington, DC 20410
All applications must be received at the above address no later than close of business (5:00 p.m. EST) on the due date.

It is recommended that applications be sent using overnight mail (USPS, UPS, FedEx, DHL, etc.) that requires signature upon delivery. Hand-delivered or standard delivery mail will be accepted; however, it is important to note that non-expedited mail has no guaranteed delivery time and is subject to the Department's security screening which can delay delivery. Applications will only be accepted at the above location; delivery to other locations will not be accepted. Applications not received on time will not be processed. Faxes and electronic submissions will not be accepted.

- 4. Application Requirements.** In order to address the required factors in the application, PHAs must select PBV proposals in accordance with program requirements at 24 CFR § 983.51 **prior** to submitting an application under this notice. This means that the PHA must have selection policies in its Administrative Plan and select proposals in accordance with such policies. PHAs must select proposals using either of the following two methods: (1) issue a request for PBV proposals. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites, or (2) select a proposal based on a previous competition under a federal, state, or local government housing assistance, community development, or supportive services program. The competition must have occurred within three years of the PBV proposal selection date by the PHA and the earlier competitive selection proposal must not have involved any consideration that the project would receive PBV assistance.

The selection of the PBV proposal must be conditional and subject to the successful award of funding pursuant to this notice, unless a PHA has sufficient available voucher funding in its regular voucher program and/or HUD-VASH program to fulfill the PBV commitment outside of this set-aside.

The PHA must submit form HUD-52515, *Funding Application, Section 8 Tenant-Based*

Assistance, Rental Certificate Program, Rental Voucher Program. This form may be downloaded from the following website:

<http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm>. When completing this form, include the five-digit PHA code (e.g. AL001) along with the name and mailing address of the PHA. Only complete the box for total dwelling units under vouchers in section B. Do not complete sections A or C. In section D of the form you do not have to address *Need for Housing Assistance*. Rather, the PHA applicant must provide the following information, for which you may attach extra paper:

- a. The number of PBVs requested, which cannot exceed 75.
- b. A description of the proposed project including: (1) the location by census tract; (2) the total number of buildings; (3) total number of units by bedroom size in each building; (4) the number and bedroom sizes of HUD-VASH units in each building; and (5) the target population, if any, of any non HUD-VASH units.
- c. Information regarding the threshold and scored factors (which must all be addressed) on which the application will be assessed and scored. Applications will be scored and assessed by Headquarters, the Field Office and the VA.

The form HUD-52515 must be signed by the Executive Director of the PHA.

5. Threshold Factors: Threshold factors must be met in order for the application to be given further consideration. If the HUD-52515 or any of the threshold items listed below are incomplete or missing, they will be treated as a curable deficiency and HUD may contact an applicant to clarify or request the missing information. Applicants must provide the requested information, in accordance with HUD instructions, within 10 business days from the date of the request or the application will no longer be considered for funding under this notice.

- (a) The application must include a signed letter of support from the Director of the VAMC or Veterans Integrated Service Network (VISN). The letter from the VA must confirm the need for the number of vouchers requested in the application.
- (b) The application must include a statement that it will comply with *Housing First*. The signature on the application will serve as a certification of the statement.

Housing First is an approach where homeless persons, usually chronically homeless or especially vulnerable homeless individuals and families, are provided immediate access to housing and then offered the supportive services that may be needed to foster long-term stability and prevent a return to homelessness. This approach removes unnecessary

barriers and assumes that supportive services are more effective in addressing needs when the individual or family is housed and the daily stress of being homeless is taken out of the equation. Key components of this model include a simple application process, a harm reduction approach, and no conditions of tenancy beyond those included in the lease. *Housing First* specifically does not require sobriety or testing for substance abuse to obtain or sustain tenancy and thus must not be required in the lease. More information on *Housing First* is available at:

http://usich.gov/usich/resources/fact_sheets/the_housing_first_checklist_a_practical_tool_for_assessing_housing_first_in..

(c) A statement that the Administrative Plan contains all required PBV policies and the application for HUD-VASH is consistent with the PHA Plan (see Section 2.a. and 2.b. of Notice PIH 2011-54 *Guidance on the Project-Based Voucher Program*) for program requirements. The signature on the application will serve as a certification of this statement.

(d) The PHA applicant must not have any major unresolved program management findings from an Inspector General audit, HUD management review, or Independent Public Accountant (IPA) audit for the PHA's HCV program or other significant program compliance programs that were not resolved or in the process of being resolved (as determined by the local field office) prior to this Notice's application deadline. Major program management findings or significant program compliance problems are those that would cast doubt on the capacity of the applicant to effectively administer a HUD-VASH PBV project. In addition, the PHA must not be involved in litigation that HUD determines may seriously impede the ability of the applicant to administer the HUD-VASH PBV project.

(e) The application must include an explanation of how the project is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities in accordance with the PHA Plan and the PHA's administrative plan policies, which must be established in accordance with 24 CFR § 983.57(b).

(f) The application must include a statement indicating the project's accessibility to transit, the VA Medical Center or VA Community-Based Outpatient Clinic (CBOC), employment opportunities, and to key neighborhood assets (which must be identified), such as quality grocery stores, banks, libraries, and parks and recreational facilities. This statement must include transit options for the immediate area, such as rail, bus, ride/bike share, etc., and may include scoring indices for neighborhoods, such as a Walk Score

(<http://www.walkscore.com>). The signature on the application will serve as a certification of this statement.

6. Scored Factors: A maximum of 85 points may be awarded.

- a. **Project Readiness:** The PHA must provide a project timeline indicating major milestones including when project units will be ready for occupancy:

30 points: Existing housing that will be ready for occupancy within 60 days of selection date for PBVs under this notice, which is anticipated to be 90 calendar days from application due date.

15 points: Newly constructed or rehabilitated units that will execute an agreement to enter into housing assistance payments (AHAP) and start construction within 6 months of selection date for PBVs under this notice, which is anticipated to be 90 calendar days from application due date.

5 points: Newly constructed or rehabilitated units that will execute an AHAP and start construction within 12 months of selection date for PBVs under this notice, which is anticipated to be 90 calendar days from application due date .

If selected, the PHA will be required to submit a PBV HAP contract (form HUD-52530B) to Headquarters at the address above to verify occupancy for existing units within 60 days of selection. If a PHA is selected for a new construction or rehabilitation project, the AHAP (form HUD-53531 A and B) must be submitted in accordance with the deadlines above. If the PBV HAP contract or AHAP is not executed by the deadlines noted above, the funding and associated PBVs will be forfeited by the PHA and must be returned to the Department.

Please note that both the AHAP and PBV HAP contract may only be executed after specific regulatory requirements are met. For new construction and rehabilitation, an environmental review and subsidy layering review are required prior to the execution of the AHAP as required by 24 CFR 983.153. An environmental review is required prior to the execution of a PBV HAP contract for existing units. In selecting projects, the PHA must consider these requirements in concert with the timelines noted above.

- b. **Participation in the Enhanced Use Lease (EUL) Program.** The PHA must describe its

collaborative efforts with the VA in developing the PBV proposal for the EUL program. Please note that a PHA's selection of an EUL site meets the alternative competitive selection requirements under 24 CFR § 983.51(b)(2). However, the means of selection must still be consistent with the PHA's administrative plan.

25 points: The project is being developed in coordination with the EUL program.

0 points: The project is not associated the EUL program.

- c. **Relative Need:** This factor will be rated by HUD and the VA based on an analysis of homeless veteran data, provided by local Continuums of Care and VA Medical Centers in the geographic area of the PBV project. Level of need will be determined by the number of homeless veterans, with an emphasis on chronically homeless veterans, in the project's geographic area and the number of permanent supportive housing resources in the area available to address the need. HUD and the VA will then divide the applications into three levels of need based on the available data.

30 points: Very high need is determined.

15 points: High need is determined.

5 points: Medium need is determined.

- 7. PBV Requirements.** All projects must be selected (see Section 4 of this notice), developed, and operated in accordance with the PHA's application, PBV program requirements found at 24 CFR part 983, Implementation of the HUD-VASH Program (Operating Requirements) published in the *Federal Register* on March 23, 2012, the requirements of Notice PIH 2010-23 (*Project-basing of HUD-VASH Vouchers*) and Notice PIH 2011-54 (*Guidance on the PBV Program*). **If a PHA applicant requires a waiver of any of the requirements noted above, it must submit the waiver request with its application.**

- 8. Vacant Units.** In regard to vacant units, if any contract units have been vacant for a period of 120 days or more since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units that have been vacant for such period. Any units not assisted under a HAP contract may be marketed and occupied as the owner determines. The PHA will no longer receive administrative fees for any units removed from the PBV HAP contract. Please reference 24 CFR 983.254(b).

- 9. Selection of Applications.** Applications will be selected in order of points awarded until all funding is exhausted. If at the end of the selection process, two or more applications have tied scores and there is not enough funding to select all of the tied-score

applications, selection will be based on this order: (1) Score for Relative Need; (2) if scores are still tied, the Score for Participation in the Enhanced Use Lease (EUL) Program; and (3) if scores are still tied, the score for Project Readiness. If there are still tied scores, the application/applications selection will be based on a lottery drawing.

If any funding remains, it will be used to provide additional tenant-based HUD-VASH vouchers according to the geographic need of homeless veterans based on HUD and VA data. If any funding is returned after awards are made due to non-compliance with award terms, those funds will also be used to provide additional tenant-based HUD-VASH vouchers in accordance with the normal allocation process.

10. Information Contact. Inquiries about this notice should be directed to Phyllis Smelkinson, Darrin Dorsett, or Caroline Crouse in the Housing Voucher Management and Operations Division, Office of Public Housing and Voucher Programs, at (202) 402-4138, (202) 402-8861, or (202) 402-4595, respectively.

11. Paperwork Reduction Act. The information collection requirements contained in this Notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) of 1995 (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The active information collections contained in this Notice have been approved under the PRA OMB Control Number 2577-0169.

/s/
Sandra B. Henriquez,
Assistant Secretary
for Public and Indian Housing

9312. ELIGIBLE TENANTS AND TENANT SELECTION, 14 DC ADC § 9312

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9312
D.C. Mun. Regs. Tit. 14, § 9312

9312. ELIGIBLE TENANTS AND TENANT SELECTION

Currentness

9312.1 Tenants for units subsidized through the Partnership Program will be selected from the Housing Choice Voucher Waiting List maintained by DCHA in accordance with the Administrative Plan as amended and restated from time to time by the Board of Commissioners.

9312.2 For existing occupied properties that are awarded a HAP contract, current occupants at the time of execution of the HAP contract may elect to participate, if determined income eligible as provided in 9312.6 herein. Such occupants/units are eligible for assistance under the Partnership Program without being processed through the Housing Choice Voucher Waiting List.

9312.3 At least seventy five percent (75%) of the families admitted to the Partnership Program must be families whose annual income does not exceed thirty percent (30%) of median income for the area.

(a) When a DCHA subsidized unit becomes vacant at a Partnership Program property, the property manager will notify DCHA, who will refer the next qualified applicant from the HCVP Waiting List to the management office for screening by the property manager.

(b) Any Partnership Program property manager may refer interested applicants to DCHA to apply for the HCVP housing assistance directly from the HCVP Waiting List based on date and time of application, or in the case of special needs housing properties they may refer applicants to the DC Department of Mental Health, DC Office on Aging, or the DC Department of Health for referral to DCHA as a Special Needs Housing applicant for qualification for the Local Preference provided under the HCVP Administrative Plan.

9312.4 Referrals will be placed on the HCVP Waiting List by date and time of application and other preferences established by the DCHA Housing Choice Voucher Program Administrative Plan.

(a) When a DCHA subsidized unit becomes vacant at a Partnership Program property, the property manager will notify DCHA, who will refer the next qualified applicant from the HCVP Waiting List to the management office for screening by the property manager.

(b) Any Partnership Program property manager may refer interested applicants to DCHA to apply for the HCVP housing assistance directly from the HCVP Waiting List based on date and time of application, or in the case of special needs housing

9312. ELIGIBLE TENANTS AND TENANT SELECTION, 14 DC ADC § 9312

properties they may refer applicants to the DC Department of Mental Health, DC Office on Aging, or the DC Department of Health for referral to DCHA as a Special Needs Housing applicant for qualification for the Local Preference provided under the HCVP Administrative Plan.

9312.5 Referrals will be placed on the HCVP Waiting List by date and time of application and other preferences established by the DCHA Housing Choice Voucher Program Administrative Plan.

9312.6 Any applicant who rejects an offer of a Partnership Program unit or who is rejected for admission to a Partnership Program property by the property manager shall retain his/her place on the DCHA waiting list as if the offer had not been made.

9312.7 DCHA retains the responsibility of determining compliance with all Housing Choice Voucher applicable requirements, including:

- (a) Rent reasonableness;
- (b) Compliance with Housing Quality Standards;
- (c) Applicant eligibility for all applicants including those referred by other agencies under a preference criteria,
- (d) Referring eligible applicants from the waiting list in accordance with the Administrative Plan; and
- (e) Tenant income certification and recertification.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9312, 14 DC ADC § 9312

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9311. HOUSING ASSISTANCE PAYMENT CONTRACT, 14 DC ADC § 9311

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9311
D.C. Mun. Regs. Tit. 14, § 9311

9311. HOUSING ASSISTANCE PAYMENT CONTRACT

Currentness

9311.1 For existing units, DCHA will enter into an Agreement to Enter into a Housing Assistance Payment (AHAP) Contract for a term of not more than six (6) months.

9311.2 For new construction and substantial rehabilitation, DCHA will enter into an AHAP Contract for a term of not more than three (3) years.

9311.3 If the units have not been occupied by the end of the AHAP Contract term, the allocation will be rescinded. If, after rescission, the Owner is still interested in the Partnership Program and additional allocations are available, the Owner will be required to submit a revised application under a new announcement.

9311.4 Once the Partnership Program units are occupied, DCHA will enter into a HAP Contract with the Owner based on the FMRs in place at the time the HAP Contract is executed. Upon commencement of the contract term, DCHA will make monthly Housing Assistance Payments in accordance with the HAP Contract for each unit occupied by an eligible family. The initial term of the HAP Contract is up to fifteen (15) years, subject to future availability of appropriations, and the HAP Contract may be extended for an indefinite period thereafter. To obtain the current FMRs, see Section 9303.5 of this Title.

9311.5 Owners agree to accept eligible tenants from DCHA's waiting list in accordance with their own rental screening criteria and to maintain the units at acceptable Housing Quality Standards for the term of the HAP Contract.

9311.6 As long as the vacancy is not the fault of the Owner and the Owner is taking every reasonable action to minimize likelihood and extent of any vacancy, DCHA will make vacancy payments for up to sixty (60) days for vacant units designated for Partnership Program subsidy.

9311.7 If a unit remains vacant for one hundred and twenty (120) days from the first day of the month in which the unit became vacant, DCHA may reduce the HAP Contract with the Owner in an amount equivalent to the remaining months of subsidy attributable to the vacant unit.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004. Amended June 19, 2009.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

9311. HOUSING ASSISTANCE PAYMENT CONTRACT, 14 DC ADC § 9311

14 DCMR § 9311, 14 DC ADC § 9311

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9310. POST SELECTION CONDITIONS, 14 DC ADC § 9310

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14 DCMR § 9310
D.C. Mun. Regs. Tit. 14, § 9310

9310. POST SELECTION CONDITIONS

Currentness

9310.1 After the determination has been made to award a HAP Contract for a property, the following conditions must also be met before the HAP Contract can be issued.

(a) Relocation. Current tenants of units to receive the Partnership Program subsidy must be eligible for a Housing Choice Voucher. In addition, permanent displacement is prohibited.

(1) If the units to be assisted are occupied by tenants that are over the allowable income, and the application will require a reduction in the total number of units because there are no other vacant units in the building, or if families to be assisted are living in units that are not suitable to family size, the application will be rejected or partially assisted, at DCHA's discretion.

(2) Temporary relocation to accommodate rehabilitation or repairs may not exceed twelve (12) months. Tenants will receive reimbursement from the Owner for reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs to and from the temporary housing and increases in monthly housing costs.

(b) All properties will undergo a property inspection by DCHA or its contractor. The inspection will identify rehabilitation work that is necessary for the units to meet Housing Quality Standards and identify building systems, in danger of failure, which must be repaired or replaced.

(c) If the HAP Contract is used as a pledge to secure financing, DCHA must review the commitment documents to ensure that the financing does not modify the AHAP Contract or the HAP Contract and is not inconsistent with those contracts.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

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14 DCMR § 9310, 14 DC ADC § 9310

9310. POST SELECTION CONDITIONS, 14 DC ADC § 9310

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9309. COMMITMENT AND AWARD OF SUBSIDY, 14 DC ADC § 9309

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9309
D.C. Mun. Regs. Tit. 14, § 9309

9309. COMMITMENT AND AWARD OF SUBSIDY

Currentness

9309.1 Private sector for profit and non-profit owners will be notified within ninety (90) days of receipt of an application of the decision of the DCHA on the qualifications of the application.

9309.2 The notice will indicate whether the application and the property will be:

(a) accepted for the Partnership Program after having been selected. Upon notifying the Owner that the application has been selected, DCHA will enter into an AHAP Contract;

(b) deemed incomplete for not supplying the Required Application Information listed in Section 9306 of this Title and returned to the Owner for further information;

(c) rejected for not having met the Threshold Criteria listed in Section 9307 of this Title;

(d) determined to have been selected but with no Partnership Program subsidy available for the year requested. In these circumstances the Owner will be given the option of accepting an AHAP Contract beginning in a later year.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9309, 14 DC ADC § 9309

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9308. RATING AND RANKING OF APPLICATIONS, 14 DC ADC § 9308

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Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9308
D.C. Mun. Regs. Tit. 14, § 9308

9308. RATING AND RANKING OF APPLICATIONS

Currentness

9308.1 If DCHA proceeds under Section 9304.2 of this Title, the following criteria may be used to rate and rank applications:

- (a) The property's ability to meet one or more of the five criteria listed in Section 9300 of this Title;
- (b) In properties with four or more units, a weighted average bedroom size exceeding 1.4;
- (c) Experience of the Owner and Development Team in successful completion of one or more mixed income, HUD subsidized residential development projects;
- (d) Demonstrated market demand for the property if the project will require a lease up from a predominantly vacant condition or will have a rent increase of more than fifteen percent (15%) in the market units;
- (e) The experience and professionalism of the proposed management company in providing high quality management of innovative projects and the quality of the proposed Management and Maintenance Plan;
- (f) The convenience of the facilities and amenities of the neighborhood and, if the property is located in a poverty impacted neighborhood, a comprehensive neighborhood revitalization strategy must be underway or realistically expected to begin implementation in the next three (3) years.
- (g) Such other factors as are published in an announcement.

9308.2 Subsidies will be awarded up to the annual percentage of the total DCHA Housing Choice Voucher Program allocation established pursuant to Section 9302.3 of this Title.

9308.3 In the event that there are more units qualifying for Partnership Program subsidies than are available, Partnership

9308. RATING AND RANKING OF APPLICATIONS, 14 DC ADC § 9308

Program subsidies will be reserved for successful applications based on the rating and ranking performed by DCHA.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9308, 14 DC ADC § 9308

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9307. THRESHOLD CRITERIA, 14 DC ADC § 9307

West's District of Columbia Municipal Regulations
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14 DCMR § 9307
D.C. Mun. Regs. Tit. 14, § 9307

9307. THRESHOLD CRITERIA

Currentness

9307.1 Where DCHA proceeds under any provision of Section 9304 of this Title, each application must meet the criteria of Section 9307 of this Title.

(a) The property must be eligible under the site and neighborhood standards set forth in Section 6005 of Chapter 60 of these regulations. Information and maps regarding eligible areas may be available from the DCHA Office of Planning and Development or the DCHA Housing Choice Voucher Program.

(b) For existing units, the property must reasonably be expected to be occupied within six (6) months of the date of award of an AHAP Contract and be in compliance with the Housing Quality Standards. For new construction and substantial rehabilitation, the property must reasonably be expected to be occupied within three (3) years of the date of award of an AHAP Contract and be completed in compliance with the Housing Quality Standards. The Housing Quality Standards are available by contacting the DCHA's Housing Choice Voucher Program.

(c) A project must be financially feasible. This may be demonstrated by a ten (10) year operating pro-forma or other means, as specified by DCHA in its periodic announcements of Partnership Program subsidy availability.

(d) Applications requesting Partnership Program subsidy in order to provide supportive living environments for low income disabled families or persons may be awarded HAP Contracts only if the units to be subsidized were not previously available with supportive services for low income disabled families.

(e) Evidence of ownership, in a format acceptable to DCHA, must be provided with any application.

(f) All principals of the ownership and management entities, including the entity itself, must not be on the U.S. General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

9307. THRESHOLD CRITERIA, 14 DC ADC § 9307

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9306. REQUIRED APPLICATION INFORMATION, 14 DC ADC § 9306

West's District of Columbia Municipal Regulations
Title 14. Housing
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14 DCMR § 9306
D.C. Mun. Regs. Tit. 14, § 9306

9306. REQUIRED APPLICATION INFORMATION

Currentness

9306.1 DCHA may require any or all of the following information to be included in all applications in a format as provided in the announcement.

- (a) A description of the proposed property, including the number of units, the number of bedrooms, the size in square feet of each unit and the types amenities to be provided.
- (b) A description of the location of the property including the address, census tract and name of neighborhood.
- (c) Evidence of site control which may include, deed, agreement of sale or option to purchase contract.
- (d) If the property is new construction or substantial rehabilitation, evidence that the proposed new construction or substantial rehabilitation is permitted by current zoning ordinances.
- (e) The proposed Contract Rent for each unit for which Partnership Program subsidy is requested.
- (f) For substantial rehabilitation projects, a list and description of the number of households to be relocated and a relocation plan and budget.
- (g) The identity of the Owner, the Development Team, if any, and other property principals.
- (h) A list of properties owned and/or managed by the Owner or pertinent Development Team members, including the proposed property. Indicate the number of units in each property that receive housing assistance and identify the type of assistance received. Include any units currently occupied by Housing Choice Voucher Program participants. For each property listed, the proposal must disclose and explain:

9306. REQUIRED APPLICATION INFORMATION, 14 DC ADC § 9306

- (1) Current financial default of more than sixty (60) days duration;
 - (2) Mortgage assignment or workout arrangement;
 - (3) Foreclosure and/or bankruptcy;
 - (4) Litigation relating to financing or construction of the property that is pending or which was adjudicated within the past five (5) years with a finding against the Owner or Development Team;
 - (5) Real estate tax delinquencies; and
 - (6) Litigation by tenants, both residential and commercial.
- (i) A description of the experience of the proposed management company over the past five (5) years.
 - (j) The Management and Maintenance Plan for the property.
 - (k) A financial package including sources and uses and showing evidence of financing commitments or conditional commitments and an operating budget.
 - (l) A timeline for property development showing projected date of occupancy.
 - (m) Completed certifications regarding commitment to comply with pertinent federal requirements.
 - (n) Other information as may be deemed necessary by DCHA.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9306, 14 DC ADC § 9306

9306. REQUIRED APPLICATION INFORMATION, 14 DC ADC § 9306

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9305. INELIGIBLE PROPERTIES, 14 DC ADC § 9305

West's District of Columbia Municipal Regulations
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14 DCMR § 9305
D.C. Mun. Regs. Tit. 14, § 9305

9305. INELIGIBLE PROPERTIES

Currentness

9305.1 The following properties or units are not eligible for the Partnership Program.

- (a) Units that are occupied by the Owner of the property. This does not apply to cooperatives, which are deemed rental housing.
- (b) Properties located in a flood zone area unless flood insurance is obtained.
- (c) High-rise elevator properties with children residing therein, unless the HUD determines that there are no practical alternatives. A high-rise elevator building is any building over five (5) stories.
- (d) Shared housing; nursing homes; and facilities providing continual psychiatric, medical nursing services, board and care or intermediate care.
- (e) Units within the grounds of penal, reformatory, medical, mental, and similar public or private institutions.
- (f) College or other school dormitories.
- (g) Manufactured homes. Manufactured homes are defined as structures, which can be transported in one or more sections of eight (8) feet or more in width or forty (40) feet or more in length, or, when erected on site, are three hundred twenty (320) or more square feet, and which are built on a permanent chassis and designed to be used as a dwelling when connected to utilities, and includes plumbing, heating, air-conditioning, and electrical systems.
- (h) Units subsidized with any District of Columbia rent subsidy.

9305. INELIGIBLE PROPERTIES, 14 DC ADC § 9305

(i) Units subsidized with tenant-based assistance under the HOME program or any other duplicative Federal or District of Columbia housing subsidy. This does not include the housing component of a welfare payment, a Social Security payment or a rent reduction because of a tax credit.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9305, 14 DC ADC § 9305

End of Document

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9304. PROGRAM APPLICATION AND AWARD, 14 DC ADC § 9304

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9304
D.C. Mun. Regs. Tit. 14, § 9304

9304. PROGRAM APPLICATION AND AWARD

Currentness

9304.1 The Partnership Program seeks to be as flexible as possible in order to protect and increase the supply of affordable housing.

(a) DCHA may award Housing Assistance Payment (HAP) Contracts periodically on a competitive basis under the Partnership Program through published announcements.

(i) DCHA will advertise for two or more times, at least one week apart, in a newspaper of general circulation for that DCHA will accept applications for assistance.

(ii) The deadline for applications shall be at least 30 days after the date of the last publication.

(iii) The advertisement shall identify the estimated number of units that will be assisted.

(iv) The advertisement will not state that applications will only be considered if submitted in response to the advertisement, as DCHA may also receive and consider from time to time applications for allocations of Partnership Program funding assistance under Sections 9304.2 and 9304.3 hereof on a non-competitive basis.

(b) In addition to applications in response to advertisements, DCHA may also request owners with properties in eligible areas of the District of Columbia to respond to the advertised announcement and submit an application for the Partnership Program subsidy for their property.

(c) The advertisement shall identify the estimated number of units that will be assisted.

(d) The advertisement will not state that applications will only be considered if submitted in response to the advertisement, as DCHA may also receive and consider from time to time applications for allocations of Partnership Program funding

9304. PROGRAM APPLICATION AND AWARD, 14 DC ADC § 9304

assistance under Sections 9304.3 and 9404.4 hereof on a non-competitive basis.

9304.2 If no advertised announcement is outstanding, an Owner of an eligible property may submit an application to DCHA. If the application meets the threshold criteria listed in Section 9307 of this Title, it may be eligible for an Agreement to enter into a Housing Assistance Payment (AHAP) contract. Such an application will be reviewed and considered either upon receipt or under Section 9304.3 below or held for competitive consideration along with any applications received in response to an advertised announcement.

9304.3 DCHA may proceed, after review by the Board of Commissioners, to award a Housing Assistance Payment (HAP) contract without using a competitive process for an eligible property that is:

(a) An existing or new property under a revitalization or development plan initiative of DCHA or a DCHA development subsidiary;

(b) Losing an operating subsidy formerly provided from another source that is no longer available which would result in displacement of eligible low income households; or

(c) In need of a rental subsidy in order to retain the housing as a resource for current and future eligible low income households.

9304.4 DCHA may, in its sole discretion award a Housing Assistance Payment (AHAP) contract to the Owner of an eligible property who is developing an existing or new property under a revitalization or development plan initiative of DCHA or DCHA's development subsidiary, DC Housing Enterprises. Such property must meet the threshold criteria of Section 9307 of this Title.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9304, 14 DC ADC § 9304

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9303. AVAILABLE SUBSIDY LEVELS, 14 DC ADC § 9303

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9303
D.C. Mun. Regs. Tit. 14, § 9303

9303. AVAILABLE SUBSIDY LEVELS

Currentness

9303.1 Owners of existing units, and units to be substantially rehabilitated or newly constructed, are eligible to apply for Partnership Program subsidy for up to one hundred percent (100%) of the units in each property participating in the Partnership Program, or such lesser percentage as may be set by the DCHA Board of Commissioners for a particular development, housing assistance program or allocation of vouchers under 9302.3 above.

9303.2 Partnership Program subsidy may be provided for up to one hundred percent (100%) of the units in a qualified property if the property is a single-family house or units that are specifically for households comprised of elderly families, disabled families, families receiving supportive services, to the extent permitted under federal funding restrictions, or as otherwise permitted by action of the DCHA Board of Commissioners. The maximum percentage available can be determined by contacting DCHA's Housing Choice Voucher Program.

9303.3 The initial and subsequent rents paid under the Housing Assistance Payment Contract (Contract Rents) will be based upon an analysis of the reasonableness of the proposed rent in the neighborhood in which the property is located.

9303.3 Contract Rents will not exceed the payment standard for the areas in which the property is located. In some neighborhoods this is as much as 120% of the Fair Market Rents (FMRs) adjusted for bedroom size.

9303.5 For Fiscal Year 2002, 2003, and 2004, FMRs will be based on the 50th percentile of rents in the Metropolitan Statistical Area. The current FMRs are available by contacting the Housing Choice Voucher Program.

9303.6 DCHA may, after review by the Board of Commissioners, enter into a Housing Assistance Payment contract where the percentage of the total units to be subsidized exceeds 50% of the units, provided that the total operating subsidy is reasonable and necessary and not in excess of the funds necessary for the financial viability and proper operation of the property. Each unit and household occupying a voucher assisted unit is subject to Section 9312.7 as well as all other program requirements.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9303, 14 DC ADC § 9303

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9303. AVAILABLE SUBSIDY LEVELS, 14 DC ADC § 9303

9302. SCOPE AND SIZE OF THE PROGRAM, 14 DC ADC § 9302

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9302
D.C. Mun. Regs. Tit. 14, § 9302

9302. SCOPE AND SIZE OF THE PROGRAM

Currentness

9302.1 DCHA will provide Partnership Program subsidy to units within privately or public/private partnership owned and developed rental housing properties that help DCHA accomplish the purposes and objectives of the program, as listed in Sections 9300 and 9301 of this Title, respectively, and meet the criteria described in Sections 9306, 9307 and 9308 of this Title.

9302.2 The Partnership Program is available to existing units that meet Housing Quality Standards or those that require substantial rehabilitation to do so, and new construction.

(a) Existing unit is defined as any existing rental housing unit that requires less than \$1,000 in improvements to meet the standards necessary to receive Housing Assistance Payments.

(b) Substantial rehabilitation is defined as any rental housing unit that requires more than \$1,000 in improvements to meet the standards necessary to receive Housing Assistance Payments and for which rehabilitation has not yet started before the execution of the Agreement to Enter into a Housing Assistance Payment Contract.

(c) New construction is defined as any new rental housing unit not under construction before the award of the Agreement to Enter into a Housing Assistance Payment Contract.

9302.3 DCHA, annually, may make up to twenty percent (20%) of its total Housing Choice Voucher Program allocation available for the Partnership Program. The allocation figure may be adjusted from time to time subject to approval by the Board of Commissioners and is available by contacting the DCHA Office of Planning and Development or DCHA's Housing Choice Voucher Program.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9302, 14 DC ADC § 9302

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9302. SCOPE AND SIZE OF THE PROGRAM, 14 DC ADC § 9302

9301. OBJECTIVES OF THE PROGRAM, 14 DC ADC § 9301

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9301
D.C. Mun. Regs. Tit. 14, § 9301

9301. OBJECTIVES OF THE PROGRAM

Currentness

9301.1 The objectives of the Partnership Program are to:

- (a) Utilize the expertise of the private sector to protect and increase affordable housing;
- (b) Leverage private funds to develop affordable housing;
- (c) Ensure long term availability of affordable housing;
- (d) Encourage mixed income development and in mixed income communities; and
- (e) Support other District of Columbia housing initiatives.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9301, 14 DC ADC § 9301

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9300. PURPOSE OF THE PROGRAM, 14 DC ADC § 9300

West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 93. Partnership Program for Affordable Housing

14 DCMR § 9300
D.C. Mun. Regs. Tit. 14, § 9300

9300. PURPOSE OF THE PROGRAM

Currentness

9300.1 The purpose of the Partnership Program for Affordable Housing is to work, in partnership with private sector for profit and non-profit owners, to protect and increase the supply of affordable housing in the District of Columbia, particularly:

- (a) In properties requiring rehabilitation as a result of significant code violations;
- (b) In neighborhoods where affordable housing is not readily available;
- (c) Where subsidies are needed to reduce displacement as a result of gentrification;
- (d) For low income disabled families requiring accessible or supportive living environments;
- (e) For elderly families requiring accessible or supportive living environments; and
- (f) Of units, located in poverty impacted neighborhoods, undergoing substantial rehabilitation as part of a comprehensive neighborhood revitalization strategy in which subsidies are required to reduce displacement or increase levels of affordability.

Credits

SOURCE: Adopted at 49 DCR 5800 June 21, 2002; Amended at 51 DCR 5016 May 14, 2004.

Current through District of Columbia Register, Volume 61, Number 11, dated March 14, 2014.

14 DCMR § 9300, 14 DC ADC § 9300

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9300. PURPOSE OF THE PROGRAM, 14 DC ADC § 9300

**DEPARTMENT OF FINANCE AND REVENUE
TAX CERTIFICATION AFFIDAVIT**

Name of Organization _____

Address _____

Principal Officers: _____

Business Telephone # _____

Finance & Revenue Registration # _____

Federal Identification # _____

DUNS # _____ Contract # _____

Un-employment Insurance Account # _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxed for the past five (5) years.

District:	Current	Not Current
Sales and Use	()	()
Employer Withholding	()	()
Hotel Occupancy	()	()
Corporation Franchise	()	()
Unincorporated Franchise	()	()
Personal Property	()	()
Professional License	()	()
Arena/Public Safety Fee	()	()
Vendor Fee	()	()

3. If not current as checked, in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue YES NO

Attach copy of Agreement

If outstanding liabilities exists, and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (a) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (b) Copies of Canceled checks for the tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Housing Authority is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three years, or both, as prescribed in D.C. Code sec. 22-2513.

Signature of Person Authorized

Title

Print Name

Notary: DISTRICT OF COLUMBIA, as:

Subscribe and sworn before me this _____ Day of _____
Month and Year

Notary Public
My Commission Expires



NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That bidder is _____
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statement in said proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

Subscribe and sworn to before me
This _____ day of
_____, 20_____.

My Commission Expires: _____

(Notary Public)



CERTIFICATION OF ELIGIBILITY

INVITATION NO: _____

PROJECT: _____

_____, (President of Authorized Official of Bidder) being
duly sworn (or under penalty of perjury under laws of the United States), certifies that, except as
noted below: (the company) or any person associated therewith in the capacity of (owner, partner,
director, officer, principal investigator, project director, manager, auditor, or any position involving
the administration of federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility
under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal,
District or State agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder
responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and
dates of action. Providing false information may result in criminal prosecution or administrative
sanctions.

Date

Contractor

President of Authorized Official

Title

The penalty for making false statements are prescribed in the Program Fraud Civil Remedies Act of
1986 (Public Law 99-509.31 U.S.C. 3801.3812)

Subscribed and sworn before me this _____ day _____

at _____
City and State



THE DISTRICT OF COLUMBIA HOUSING AUTHORITY

Executive Order 11246 Requirements

1. EQUAL EMPLOYMENT OPPORTUNITY

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contract shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, as the rules, regulations, and orders of the Secretary of labor.
- (g) The Contractor shall furnish all information and reports required by Executive order 11245, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulations, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under procedures authorized in Executive Order 11246, as amended. In addition, sanction may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and order of the Secretary of Labor, or as otherwise provided by law.

- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; providing that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

SIGNATURE _____

DATE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

COMPANY ADDRESS _____



(SAMPLE STATEMENT)

(Bidder/Offeror must use this format to submit the EEO Policy Statement required by the contract. The statement must be submitted on company letterhead.)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

(Company Name) _____ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY.

(Company Name) _____ WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER, (B) RECRUITMENT OR RECRUITMENT ADVERTISING, (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

(Company Name) _____ AGREES TO POST IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT THE PROVISIONS OF THIS STATEMENT CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

(Company Name) _____ AGREES THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR RELIGION, NATIONAL ORIGIN, SEX, AGE, AND MARITAL STATUS.

(Company Name) _____ AGREES TO PERMIT ACCESS TO ALL BOOKS AND RECORDS PERTAINING TO ITS EMPLOYMENT PRACTICES AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO ITS BOOKS AND RECORDS.

(Company Name) AGREES TO COMPLY WITH ALL GUIDELINES FOR
EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF
COLUMBIA.

(Company Name) SHALL INCLUDE IN EVERY SUBCONTRACT THOSE
EQUAL OPPORTUNITY CLAUSES, SO THAT SUCH PROVISIONS SHALL BE
BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

SOLICITATION NO.

DATE



CONTRACT COMPLIANCE REQUIREMENTS

Following is a list of documents that shall be completed and submitted with your bid and each of your proposed subcontractor's whose portion of the work is valued at \$10,000.00 or more.

1. Affirmative Action Program Policy Statement (sample attached) submitted on company letterhead.
2. Complete, Equal Employment Opportunity, Employer Information Report.

In the event that your minority utilization in each job category is less than 25 percent of your projected total workforce and/or you have less than 6.9 percent female utilization in your workforce, you must complete and submit the form titled One Year Projected Goals and Timetable for Equal Employment Opportunity.

The selected contractor/subcontractors are encouraged to utilize minority or female controlled banking institutions for financial transactions required during the performance of the resulting contract. Exhibit A_ contains a listing of area financial institutions which qualify as minority or female-controlled banks.

In the event that you or any of your subcontractors decide not to utilize a minority or female controlled bank, please indicate on the Minority Financial Institution Data Form the reason(s) for not doing so (Exhibit B_).

If you have any questions pertaining to these requirements, contact the Contract Compliance Branch on (202) 535-1212.



**COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS**

**MAYOR'S ORDER 85-85, dated JUNE 10, 1985, AND THE RULES IMPLEMENTING
MAYOR'S ORDER 85-85, 33 DCR 4952, (published August 15, 1986). "COMPLIANCE
WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT
CONTRACTS," ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL
THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW IT'S WRITTEN
COMMITMENT TO COMPLY WITH MAYOR'S ORDER 85-85 AND THE
IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S
ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF
THE RESPECTIVE BID/PROPOSAL.**

Certification

I, _____, the authorized representative of, _____
hereinafter referred to as "contractor" certify that the contractor is fully aware of all of
the provisions of Mayor's Order 85-85, dated June 10, 1985, and of the rules
implementing Mayor's Order 85-85, 33 DCR 4952. I further certify and assure that the
contractor will fully comply with all applicable provisions of the Mayor's Order and
implementing rules if awarded the DC government contract referenced by the contract
number entered below. Further, the contractor acknowledges and understands that the
award of said contract and its continuation are specifically conditioned upon the
contractor's compliance with the above cited Order and rules.

CONTRACTOR NAME

SIGNATURE OF COMPANY OFFICIAL

TITLE

SOLICITATION

DATE



EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

Instructions:

Two (2) copies of DAS-84-404 or Federal EEO-1 shall be submitted to Contract Compliance
One (1) copy shall be retained by the contractor

SECTION A - TYPE OF REPORT

1. Indicate by marking the appropriate box type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer:

1. () Single Establishment Employer Report

Multi-establishment Employer:

2. () Consolidate Report

3. () Headquarters Unit Report

4. () Individual Establishment Report (submit one of each with 25 or more employees)

5. () Special Report

2. Total number of reports being filed by this company _____

SECTION B- COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is being filed.

OFFICIAL USE

a.

Address (Number and Street)

City or Town

County

State

Zip Code

b.

b. Employer Identification No. _____

2. Establishment for which this report is filed

a. Name of establishment

OFFICIAL USE

c.

Address (Number and Street)

City or town

County

State

Zip Code

d.

b. Employer Identification No. _____

3. Parent or affiliated company

a. Name of Parent or affiliated company

Address (Number and Street)

City or town

County

State

Zip Code

b. Employer Identification No. _____

SECTION C-ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year?

Did not report last year

Reported on combined basis

YES

NO

Is the major business activity at this establishment the same as that reported last year?

Did not report last year

Reported on combined basis

YES

NO

What is the major activity of this establishment?

Be specific, i.e., manufacturing steel castings, retail grocer, wholesale, plumbing supplies, title insurance, etc. Include the specific type of product or services provided as well as the principal business or industry.

MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).
 YES NO

DAS-44-404

(Replaces D.C. Form 2640-9 Sept. 74 which is obsolete)

CONTRACT NO. _____

CONTRACT AMOUNT: \$ _____

MBOC CERTIFICATION NO. _____

SET ASIDE: YES NO

LOCAL SMALL DISADVANTAGED

ENTERPRIZE ZONE

CONTRACTING AGENCY: _____

CONTRACT COMPLIANCE PERSON _____

CAPTION: _____



SECTION D - EMPLOYMENT DATA

Employment at this establishment - report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros. In columns 1, 2, and 3, include ALL employees at the establishment including those in minority groups.

JOB CATEGORY	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	TOTAL EMPLOYEES INCLUDING MINORITIES (1)	TOTAL MALE INCLUDING MINORITIES (2)	TOTAL FEMALE INCLUDING MINORITIES (3)	MALES				FEMALES				
				AFRICAN AMERICAN (4)	ASIAN AMERICAN (5)	NATIVE AMERICAN (6)	LATIN AMERICAN OR HISPANIC AMERICAN	AFRICAN AMERICAN (8)	ASIAN AMERICAN (9)	NATIVE AMERICAN (10)	LATIN AMERICAN OR HISPANIC AMERICAN (11)	
Official/Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (SEMI-SKILLED)												
Laborer (UNSKILLED)												
Service Workers												
OTHERS												
TOTAL												

(The Trainees below should also be included in the figure for the appropriate occupations categories above)

Formal on the job trainees	White collar											
	Production											

1. How was the information as to race or ethnic group in Section D obtained? 2. Dates of payroll period used? _____ a. () Visual Survey c. Other - Specify _____ 3. Pay period of last report submitted for this establishment _____ b. () Employment Record _____

SECTION E - REMARKS Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

SECTION F - CERTIFICATION ACTION

Choose 1. () All reports are accurate and were prepared in accordance with the instructions (check on consolidated only).
 One 2. () This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official		Title	Signature		Date
Name of person to contact referencing this report (type or print)			Address (Number and Street)		
Title	City and State	Zip Code	Area Code	Telephone Number	Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE



District of Columbia Housing Authority
Prime-Contractors Certification of Continued Eligibility

FEDERAL ID NUMBER _____

TO: District of Columbia Housing Authority

Contract No. _____

Project Description:

- _____
- _____
1. The _____
(Company Name)
(hereinafter referred to as the "Contractor") having executed a contract with the District of Columbia Housing Authority (hereinafter referred to as the "Housing Authority"), in the amount of \$ _____ for the construction, alteration, repair, or service and maintenance of the above identified project, acknowledges that:
 - a) The Labor Standards provisions are included in the aforesaid contract; and
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractor is the prime contractor's responsibility.
 2. The Contractor certifies that
 - a) Neither the principal officers nor any firm, partnership or association in which the principal officers have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 {a}); and,
 - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.



District of Columbia Housing Authority
Prime-Contractors Certification of Continued Eligibility

3. The Contractor agrees to obtain and forward to DCHA within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification of Continued Eligibility executed by the subcontractors.

4. The Contractors certified that:

a) The legal name and the business address of the company is:

b) The company is:

(1) A Single Proprietorship

(3) Corporation organized in the State of

(2) A Partnership

(4) Other Organization (Description)

c) The name, title and address of the owner, partners or officers of the company are:

NAME

TITLE

ADDRESS

d) The names and address of all other persons, both natural and corporate, having a substantial interest in the company, and the nature of the interest are (if name, so state):



Solicitation No. _____

Name of Contractor _____

ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL OPPORTUNITIES

MINORITY GROUP EMPLOYEES GOALS									
JOB CATEGORIES	Male				Female				Projected Timetable Date
	Black American	Asian American	American Indian	Hispanic American	Black American	Asian American	American Indian	Hispanic American	
Officials/Managers									
Technicians									
Sales Workers									
Office and Clerical									
Craftsperson (Skilled)									
Operatives (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
Others									
TOTALS									
Comments									

I, _____ hereby affirm that I have read the foregoing, know the entire contents, thereof, certify them to be true, accurate, complete and the best projection of the firm's human resource needs by race and sex at this time.

Signature of Company Official

Title



MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: _____

CONTRACTOR NAME: _____

Indicate below if you bank with a Minority Financial Institution:

_____ YES

Bank Name: _____

Address: _____

Type of Account(s): _____

_____ NO (please explain)

Explanation: _____



LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

1. **INDUSTRIAL BANK OF WASHINGTON**
4812 GEORGIA AVENUE, N.W.
WASHINGTON, D.C. 20011
B. DOYLE MITCHELL, PRESIDENT
(202)722-2000
2. **CAPITOL BANK, N.A.**
815 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20006
STEPHEN N. ASHMAN, PRESIDENT
3. **INDEPENDENCE FEDERAL SAVINGS BANK**
1229 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20006
WILLIAM B. FITZGERALD, PRESIDENT
4. **FIRST LIBERTY NATIONAL BANK**
1146-19TH STREET, N.W.
WASHINGTON, D.C. 20036
VIDYA N. SINGH
CHIEF EXECUTIVE OFFICER
(202)331-7031
5. **ADAMS NATIONAL BANK**
1627 "K" STREET, N.W.
WASHINGTON, D.C. 20006
BARBARA DAVIS BLUM, PRESIDENT
(202)466-4090



INVITATION NO:
PROJECT:

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer certification that the Contractor has made and will make timely payments to his subcontractors and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certifications shall be made on the following standard form:

TO: Contracting Officer
District of Columbia Housing Authority
1133 North Capitol Street, N.E.
Washington, D.C. 20002

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangement with them.

_____ Date

_____ Company

_____ Signature of Official

_____ Title



THE DISTRICT OF COLUMBIA HOUSING AUTHORITY

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF BIDDERS

1. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The bidder certifies that-

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

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

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

NAME _____

TITLE _____

NAME _____

TITLE _____

NAME _____

TITLE _____

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

(d) Non-collusive affidavit

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

2. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, which neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a DCHA employee, the Executive Director or officer, to give consideration or to act regarding a DCHA contract on any basis other than the merits of the matter.

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

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

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

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

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

3. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, (Limitation on use of appropriated funds to influence certain federal contracting and financial transactions) United States Code, are incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer, the Executive Director, or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
2. If any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities" attached hereto; and
3. He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

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

4. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

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

- (a) result in an unfair competitive advantage to the bidder, or
(b) Impair the bidder's objectively in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. BIDDER'S CERTIFICATION OF ELIGIBILITY

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm is ineligible to:
1. Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 2. Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly or want only rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. MINIMUM BID ACCEPTANCE PERIOD

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the DCHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The DCHA requires a minimum acceptance period of 60 calendar days from date of bid opening. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the DCHA minimum requirement. The bidder allows the following acceptance periods: _____ calendar days.
- (e) A bid allowing less than the DCHA minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that is has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

(c) [] is [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are; (Check the block applicable to you)

[] Black Americans

[] Asian Pacific Americans

[] Hispanic Americans

[] Asian Indian Americans

[] Native Americans

[] Hasidic Jewish Americans

8. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts exceeding \$10,000)

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

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

- (c) The bidder further agrees that (except where is has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will
- (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.

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

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

9. EQUAL EMPLOYMENT OPPORTUNITY

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contract shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, as the rules, regulations, and orders of the Secretary of labor.
- (g) The Contractor shall furnish all information and reports required by Executive order 11245, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto. The Contractor shall permit access to its books, records,

- and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulations, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under procedures authorized in Executive Order 11246, as amended. In addition, sanction may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and order of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; providing that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

10. CLEAN AIR AND WATER CERTIFICATION (applicable to contracts exceeding \$100,000)

- (a) Any facility to be used in the performance of this contract [] is [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the DCHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph ©, in every nonexempt subcontract.

11. BIDDER'S SIGNATURE

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

SIGNATURE _____

DATE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

COMPANY ADDRESS _____



**CONTRACT REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

AUTHORIZED NEGOTIATORS

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

TYPE OF BUSINESS ORGANIZATION

The offeror by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
 an individual
 a partnership
 a nonprofit organization, or
 a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual
 a joint venture, or
 a corporation registered for business in
(Country)

Tax Identification Number _____

**CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85 "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____
Date _____
Name _____
Title _____
Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ___ has ___ has not filed all required compliance reports; and representations indicating submission of required reports signed by proposed sub-offerors.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

BY AMERICA CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the Standard Contract Provisions (SCP) "By America Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS
COUNTRY OF ORIGIN

DISTRICT EMPLOYEES NOT BENEFIT CERTIFICATION

Each offeror shall check one of the following:

___ No person listed in Clause 13 of the SCP. "District Employees Not to Benefit" will benefit from this contract.

___ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

a.) Each signature of the offeror is considered to be a certification by the signatory that:

1.) The prices in this contract has arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices

(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2.) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3.) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

1.) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2.) Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein.



STATEMENT OF ACCEPTANCE AND EXCEPTIONS

The undersigned, by affixing his/her signature to this document, acknowledges that he had read and understands the terms, conditions, and other covenants as provided for in the Request for Qualifications (RFQ). The undersigned further agrees and understands that the proposal submitted herein is made under said terms, conditions, and other covenants, and shall abide by them, notwithstanding the exceptions listed herein. S/he states that s/he is an officer of the business entity named below, or has power of attorney to bind said business to the terms, conditions, and other covenants provided in the aforementioned documents, and agrees to perform in accordance therewith the agreed upon services.

Name of Firm

Address

Signature

Title

Printed Name

Telephone #

Date

If you wish to state any exceptions to the terms, conditions, and other covenants stated in this proposal document, then please specify herein, include additional pages as necessary. **IMPORTANT: SOME EXCEPTIONS MAY BE CLASSIFIED AS NONRESPONSIVE BY THE AUTHORITY AND THE PROPOSAL MAY BE REJECTED.**



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder _____
2. Name of principals _____
3. Names of authorized signatories _____
4. Permanent main office address _____
5. When organized _____
6. Where incorporated _____
7. How many years have you been engaged in the contracting business under your present name? _____

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business _____

9. List all contracts on hand by name of contract and gross amount _____

10. Have you ever defaulted on a contract? _____

11. If so, where and why? _____

12. Have you ever refused to sign a contract at your original bid? _____

If yes, explain _____

13. Names, background, experience and current workload of the principal members of your personnel, including the officer.

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>	<u>Current Workload</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

14. Furnish written evidence of amount and type of credit available.

15. Attach a Financial Statement no more than six months old.

16. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? _____

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority, in verification of the recitals comprising this Statement of Bidder's Qualification.

Dated this _____ of _____, 200_____ at _____

(Name of Bidder)

BY: _____
(Signature of Bidder's Representative)

Title

State of _____)

County of _____)

_____, being duly sworn,
(Individual signing above)

deposes and says he is _____ of
(Title)

(Name of Organization)

and that the answers to the foregoing questions and all statements therein
contained are true and correct.

Sworn before me this _____ day of _____, 200_____

Notary Public

My Commission Expires _____
(Date)