

**Raleigh Housing Authority (RHA)
REQUEST FOR PROPOSALS (RFP)**

Capital Needs Assessment and Supporting Documents

PROPOSAL DEADLINE:

All proposals must be received at the address listed below no later than 3:00 p.m. (EST), on July 21, 2023.

PROPOSAL SUBMISSION:

An original, three (3) copies, and a flash drive of the proposal must be submitted in a sealed envelope to RHA. No oral, faxed, or emailed proposals will be accepted. The envelope must be clearly marked with the words **“RFP Capital Needs Assessment”**.

All proposals must be received at the following address by the proposal deadline stated above:

Raleigh Housing Authority
Trina Wright
900 Haynes St.
Raleigh, NC 27604
trinaw@rhaonline.com

All responses submitted are subject to these instructions and the Instructions to the Offerors, Non-Construction form [HUD 5369-B](#), contained in Appendix 5.

Raleigh Housing Authority reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so.

During the period between issuance of this RFP and the proposed due date, no oral interpretation of the RFP’s requirements will be given to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing at least 7 days before the submission due date and time to:

Raleigh Housing Authority
Trina Wright
900 Haynes St.
Raleigh, NC 27604
trinaw@rhaonline.com

During the period of advertisement for this RFP, Raleigh Housing Authority may wish to amend, add to, or delete from the contents of this RFP. In such situations, Raleigh Housing Authority will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be posted on the Raleigh Housing Authority website at <https://www.rhaonline.com/business-opportunities/bid-status/open-bids/>.

General Information

The Authority, a public body corporate and politic, organized under the laws of the State of North Carolina, a “public housing agency” as defined in the U. S. Housing Act of 1937, was organized in 1938 with the mission of providing safe, quality, affordable housing to low and moderate income families in the greater Raleigh community; and to promote responsibility and self-sufficiency of residents while maintaining the fiscal integrity of the agency. RHA is the property manager for properties owned by its non-profit affiliate Capitol Area Developments (“CAD”).

Introduction and Overview

The RHA is in the process of completing long-term capital planning for its properties. To determine the needs of each property, RHA is seeking proposals from consultants for the completion of a Capital Needs Assessment (CNA), which can also be used to fulfill HUD’s requirement for the Rental Assistance Demonstration Program if RAD is determined to be the best solution for a public housing property. During the Capital Needs Assessment if it is determined that the property could reach obsolescence as determined by HUD’s calculation in PIH Notice 2021-07 then an obsolescence test would need to be completed. An energy audit, e-Tool and obsolescence test will not be completed for any properties owned by CAD.

The Capital Needs Assessor’s Qualifications and Assessments shall comply with all RAD CNA requirements, including without limitation:

- HUD’s Rental Assistance Demonstration (RAD): Physical Condition Assessment Statement of Work and Contractor Qualifications (Appendix 1) with the exception of Part 3. This RFP does not include the Utility Consumption Baseline.
- HUD e-tool CNA Assessment Tool (latest version) and instructions.
- HUD “Rental Assistance Demonstration – Guide to the RAD Physical Condition Assessment (RPCA)”
- HUD Notice PIH 2012-32 (HA), - H-2019-09 PIH 2019-23 REV 4, dated September 5, 2019

The CNA assists in determining the capital planning needs and the best repositioning option for each property. The CNA may also drive the scope of any rehab work, the development budget, and the required replacement reserve. If RAD is determined as the best repositioning option, the CNA will determine the initial and annual deposits to replacement reserves and will allow the RHA to complete a financing plan for HUD approval. The CNA will assist in budgeting and implementing building improvements, energy/water conservation opportunities and possible “green” improvements under future competitively bid contracts. Preparation of bid documents and administration of construction contracts to implement building improvements, energy, water and green improvements is not included in the scope of this agreement. The consultant will, however, be required to provide data and to cooperate with the consultants that are selected under future requests for proposals if needed.

Scope of Services

- Meet with RHA staff to prepare for capital needs assessment for properties as listed in Appendix 2. RHA staff will assist the consultant with scheduling the CNAs by providing access to buildings and mechanical systems. RHA staff will also assist the Consultant by generating advanced notices of entry and delivering them to the residents.
- Review HUD CNA requirements, including eCNA requirements and ASHRAE L2 audit requirements and data to be provided by RHA. Review planned schedule for completing the various components of the eCNA.
- Conduct each site inspection as required and complete a draft of the CNA and Energy Audit report in accordance with HUD requirements detailed in Appendix 1. The site inspection should be a thorough and representative picture of the structure and building systems. The report should include a narrative summary of the building type and condition, and cost tables of the immediate and long-term expenses of the building maintenance.
- The inspection should include no less than 25% of occupied units, and 100% of all vacant units and common areas for each asset specified in Appendix 2.
- Submit the draft CNA to the RHA for review and comments. The draft shall include a categorization of immediate needs, needs to be funded in years 2 through 5, and needs to be funded years 6 through 20.
- Revise draft CNAs as necessary until RHA has approved the final document, while keeping in mind HUD requirements for approval.
- Submit final CNAs to RHA for final approval.
- The following items will only be completed for those properties where RAD is determined as the best repositioning option. When requested:
- Complete and validate the CNA Tool, Flag Notes, Assessment Summary Report and any needed Attachments. Submit one electronic copy of each final CNA, and Energy Audit Report to the RHA for uploading to HUD. Revise submitted CNAs, as necessary, per HUD's comments/instructions.
- Submit ASHRAE Level 2 report for RHA approval and submission to HUD.
- Revise all reports as needed to gain HUD approval.
- Upon examination, if the repairs/updates to a property are such that it would meet obsolescence per HUD notice 2018-04 then the following scope of work would be completed. The obsolescence test would be discussed with the contract monitor prior to beginning.

The Physical Assessment (for obsolescence) report should include:

- o Meet with RHA staff to discuss issues and concerns identified within the units and the buildings.
- o Prepare a Physical Needs Assessment report for those properties identified in the CNA to include the RS Means number, Item Description, Unit Cost and Total Cost. The report should not include a cost inflation factor.
- o The Physical Assessment report should include:
 - A detailed list of specific work items that require rehabilitation or repair within 3 years or less. This should be an analysis of what existing items, within the building, need to be repaired or replaced immediately to keep it going.

- The cost of the repairs and/or replacements using the RS Means Cost Index.
- Only the cost to replace/repair an item. The cost to complete upgrades or install a non-existing item should not be included.
- Any repairs and/or replacements within a 5' perimeter around the building
- The cost to bring property to local code IF triggered by substantial rehabilitation/repair.
- Estimates based on the standards outlined in the most recent International Building Code (IBC) and National Fire Protection Association (NFPA) 5000 standards. PHAs may include local code requirements (i.e., fire codes; requirements for natural disasters such as flooding or wildfires); Accessibility improvements for persons with mobility, vision, hearing, or other impairments if triggered by substantial rehabilitation.
- Imminent health and/or safety issues even if such costs are otherwise not eligible provided the PHA provides supporting documentation from an independent party evidencing the occurrence and resulting health and/or safety risks The R.S. Means Cost-Index will be used to determine the cost of the needed repairs.
- Mitigation costs of asbestos, lead-based paint, or other environmental issues. These must be supported by test results and/or reports. RHA will provide the contractor with asbestos and LBP reports previously completed.
- Provide pictures, reports and evidence of local code requirements to document the needed repairs/replacements and any structural or environmental issues with the building.
- The obsolescence test will be based on HUD's requirements as shown in Appendix3.

Deliveries/Timeframes/Milestones

Deliverables	Timeframes/Milestones
Capital Needs Assessment (CNA) and ASHRAE Level 2 Energy Audit - Draft Version	Within sixty (60) days after the effective date of the Notice to Proceed (NTP)
Capital Needs Assessment (CNA) and ASHRAE Level 2 Energy Audit - Final Version	Within twenty (20) days after receipt of comments on the "Draft Version" of the CNA
Physical Needs Assessment – Draft Version (if applicable)	Within thirty (30) days of NTP
Physical Needs Assessment – Final Version (if applicable)	Within twenty (20) days after receipt of comments on the "Draft Version" of the PNA
Capital Needs Assessment – e-tool and reports to HUD for RAD - Draft Version (if applicable)	Within thirty (30) days of NTP
Capital Needs Assessment – e-tool and reports to HUD for RAD - Final Version (if applicable)	Within twenty (20) days after receipt of comments on the "Draft Version"

Submittals

Proposals should be submitted in the following format, with Tabs separating each section:

- 1. Letter of Transmittal.** A transmittal letter signed by the Contractor authorized to submit the proposal and to make commitments on behalf of the company.
- 2. Table of Contents.** A table of contents shall be provided that lists each section of the proposal.
- 3. Organization History.** Give a brief description of the firm and its history.
- 4. Qualifications.** A description of the firm's qualifications to perform the CNA, e-tool and obsolescence test.
- 5. Experience.** Provide a list of the organizations for which the Contractor has performed relevant work, going back at least 5 years. Particular emphasis should be on contracts with public housing agencies and performance of capital needs assessments for properties of similar character to those of the subject PHA and where a RAD compliant CNA has been performed and properties where an obsolescence test has been performed.
- 6. Staffing.** Provide a list of staff members who will work on this contract, including principals and staff-level personnel, along with qualifications of each.
- 7. Evaluation Criteria.** Provide information addressing each of the evaluation criteria.
- 8. Pricing.** Include the total cost for providing the services covered by this RFP. Pricing should separate the cost to complete the e-tool and final report to HUD if needed for RAD and separate out the cost for an obsolescence test if needed. Show each staff member, hours proposed, and hourly rates if needed. Also show material and other costs, including travel, general, administrative, overhead, and profit. Pricing should be entered into Appendix 4.
- 9. References.** Provide a list of clients, including the organization name, contact person, telephone number, and address as well as brief descriptions of the scope of work. Information provided for at least four similar CNAs and PNAs related to obsolescence completed within the last five years.
- 10. Section 3 and WMBE.** The consultant must provide documentation regarding any claimed status as a Section 3 business or Women-Owned or Minority-Owned Business Enterprise.
- 11. Insurance.** The selected consultant will be required to provide a certificate of insurance certifying that they have insurance coverage that will cover their employees while on RHA property and will protect the RHA from liability for the actions of their employees. The insurance coverage should include Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence (with an aggregate of no less than

\$2,000,000) and Automobile Liability on owned and non-owned motor vehicles used on site for a combined single limit for bodily injury and property damage of not less than \$1,000,000. RHA should be included as an additional insured on both types of coverage.

Proposals that are incomplete with respect to the requirements listed above may be considered unresponsive and may be disqualified at RHA's discretion. The RHA reserves the right to request additional information from any and all firms, to waive any informality in the procurement process, and to decline to award a contract to any and all firms, regardless of the responsiveness of the firms' proposals.

In order to be considered qualified to perform the services under the Scope of Work; contractors performing the RPCA must meet qualifications listed throughout Appendix 1.

Evaluation Criteria

POINT VALUE	CRITERIA
30	Experience
20	Quality of proposed CNA and PNA
25	Qualifications
5	Section 3, MBE/WBE
20	Pricing
100	Total Points

Appendix 1: Scope of Work RAD CNA

Appendix 2: List of Properties

Appendix 3: Excerpts PIH Notice 2021-07

Appendix 4: Pricing

Appendix 5: HUD 5369-B

Appendix 6: HUD 5369-C

Appendix 7: HUD 5370-C

Appendix 8: Section 3 Business Certification

Appendix 9: Non-Collusion Affidavit

Appendix 10: Certificate Regarding Debarment

Appendix 11: RHA Contract

Price will be considered in conjunction with technical factors by the Raleigh Housing Authority to determine the proposal that is most advantageous and offers the best value to RHA.

Other Relevant Information

The contract executed pursuant to this RFP is deemed to include:

- A. The specific contract document provided by RHA.
- B. This RFP in its entirety.
- C. Required HUD forms:
 - 1. Form HUD-5369-B, Instructions to Offerors – Non-Construction, is included in Appendix 5 and is part of this RFP. It is the Contractor's responsibility to carefully review the provisions.
 - 2. Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section I, is deemed to be a part of this RFP and the contract awarded under this RFP. The Contractor is expected to fully comply with this contract form.

The Contractor is expected to provide all labor and materials necessary to accomplish the Scope of Services contained in this RFP.

The Contractor will be paid upon completion of the contract and satisfaction of all contract and deliverable requirements contained in this RFP.

Rental Assistance Demonstration (RAD): Physical Condition Assessment Statement of Work and Contractor Qualifications

Introduction:

HUD has drafted the RAD Physical Condition Assessment (RPCA) with the specific intention that it not only meet the RAD Program requirements, but that it also be compliant with the requirements, as they may be modified from time to time, of HUD Multifamily Accelerated Processing (MAP) and the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Procedures for Commercial Building Energy Audits, Second Edition 2011, Level II guidelines.

Overview:

The RPCA has three parts:

Part 1: PCA Report Comparing Traditional and Green Requirements – It is the traditional PCA that identifies repairs necessary in the first year following restructuring and the repairs and replacements during the next 20 years; it only offers “traditional” and “green” components that meet local building code; it estimates costs using both “traditional” and “green” principles; and it provides comments on the benefits (financial and otherwise) of the green alternative.

Part 2: Energy Audit – It evaluates how energy and water is used at the property. It documents prudent utility-related improvements (water and energy) to the property, the cost of the improvements, and a simple financial payback analysis (however, note that a more sophisticated analysis is available for systems with multiple components with varying estimated useful lives and where the full lifecycle cost analysis is useful). It includes an initial assessment of potentially viable alternatives for generating electricity, heating water, and heating and cooling the conditioned space at the building.

Part 3: Utility Consumption Baseline – It contains data on all utility usage at the property, both tenant-paid and owner-paid, and including all common areas for a full 12-month period. It establishes a baseline to allow for benchmarking, and for future measurement of consumption and costs. As such, the utility baseline creates a whole building consumption profile, addressing missing utility data, vacancies, and weather patterns, in achieving its aim of establishing that standard on which future consumption can be compared.

The RPCA contractor may complete any of the components for which it has the necessary qualifications; otherwise, the contractor may subcontract to others who have the necessary qualifications. The RPCA Contractor must integrate and evaluate the findings and recommendations and incorporate all three components into one report.

PART 1. PCA REPORT COMPARING TRADITIONAL AND GREEN REQUIREMENTS

1. Qualifications: The contractor must

- A. Have training and experience to evaluate building systems, health, and safety conditions, and physical and structural conditions, and to provide cost estimates for maintaining, rehabilitating, or improving deficiencies, using both traditional and Green principles. Must also have environmental expertise, as inspection will include environmental issues as well. Must have any required licenses.
- B. Have the designation of Leadership in Energy and Environmental Design Accredited Professional (LEED AP), in either the United States Green Building Council's LEED New Construction and Major Renovation or the LEED Existing Building Maintenance and Operations examination tracks, or an equivalent designation.
- C. Have completed 10-hours of education in the last calendar year in the areas of Green Building, Sustainability, Energy Efficiency, or Indoor Air Quality.
- D. Have knowledge of the requirements for the "green building" standard, if any, identified by the owner, which may include: Enterprise Green Communities, LEED-H, LEED-H Midrise, LEED-NC, ENERGY STAR New Homes, ENERGY STAR Multifamily High Rise, EarthCraft House, EarthCraft Multifamily, Earth Advantage New Homes, Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label), and the National Green Building Standard (NGBS) or other industry-recognized green building standard deemed acceptable by HUD in its sole discretion.
- E. Have acceptably completed written evaluation reports for similar types of multifamily rental housing projects in similar physical condition and age in the subject market or in similar areas, preferably including two (2) or more buildings that were receiving Section 8 or public housing assistance when the report was prepared.
- F. Have an acceptable record of performance with HUD. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- G. Have produced reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The contractor should have this personal experience, not just the company.
- H. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/Owner¹.

¹ Throughout this Statement of Work and Contractor Qualifications document, "Lender/Owner" is used to describe the party ordering, reviewing, and accepting the RPCA (the client for the RPCA contractor). If the owner is pursuing financing as part of the RAD conversion, then a Lender is the client. If not, then the Owner is the client. All RPCAs are subject to HUD's review and acceptance.

2. Statement of Work: The contractor shall

- A. Perform a Physical Condition Assessment (PCA) for each asset specified by the Lender/Owner and report the findings.
- (i) The report shall be prepared according to the Fannie Mae document: “Physical Needs Assessment Guidance to the Property Evaluator” (Exhibit 1), except as modified herein. This standard is meant to meet or exceed ASTM E 2018-08, Annex 1.1 concerning multifamily properties as well as Appendix XI.1 concerning qualifications, XI.2 concerning verification of measurements and quantities based on as-built drawings when available or field counts or measurements when necessary, XI.3 concerning service company research. Appendix XI.5 concerning the recommended table of contents is also recommended. Further, this report must be “MAP-compliant,” fully meeting or exceeding the current requirements of HUD Multifamily Accelerated Processing.
 - (ii) The report shall include color photographs and a detailed narrative describing the property’s exterior and interior physical elements and condition, including architectural and structural components, and mechanical systems.
 - (iii) The Contractor shall conduct and document site inspections of enough dwelling units to be able to formulate an accurate estimate of repair, replacement and major maintenance needs and all office, community space, and common areas. In no event shall the inspection be of less than 25% of occupied units, and 100% of all vacant units and common areas.
 - a. In some cases, depending on the size and condition of the Project, all or nearly all units will need to be inspected by the Contractor.
 - b. In other cases, a lesser number of units may need to be inspected by the Contractor. But in no event shall the number of units be less than specified in subparagraph (iii) above.
 - c. The Department expects that appropriate statistical sampling methods and techniques will be used by the Contractor to reach conclusions about repair needs. Units shall be randomly sampled while taking into consideration occupied and unoccupied units and the unit size mix, i.e. one bedrooms, two-bedrooms, etc. If a significant number of units are found to be in poor condition, the Lender/Owner may require that additional units be inspected. The Contractor may also determine that additional units and/or common areas require inspection to fully achieve the objective of considering green building principles, and if so, must coordinate the parameters of the inspection with the Lender/Owner.
 - (iv) The inspection must document individual building write ups for all multi-building complexes,
 - (v) For older structures the Contractor/ and lender should consider forensic investigations of primary building systems, including but not limited to structural, building envelope, conveyance, mechanical, electrical and plumbing systems, where visual or non-invasive examination alone may not be sufficient to support a conclusion about the condition or remaining useful life of system components.

While recognizing that age and condition of structures are not always related, a guideline for use of forensic methods is structures 30 or more years of age. It is the responsibility of the lender to assure that the Contractor employs investigative methods appropriate to the age, condition, physical composition of the property and the local environment.

When undertaken, a forensic examination should result in a written report, attached to the PCA, which report should include at a minimum the following:

- a. A statement of the examiner's particular experience, education, technical or trade certifications or other qualifications establishing the examiner's expertise relevant to the matter examined.
 - b. A description of the physical component(s) or system examined including the portions, quantities, and/or locations examined and the relevant products and materials found installed.
 - c. A description of the trade or industry recognized techniques, tests or analytical methods of examination used.
 - d. A summary of the estimated age, condition, and serviceability of the products, materials or system examined.
 - e. The examiner's recommendation of any repairs and/or replacements.
 - f. The examiner's estimate of the remaining useful life of the system or component assuming any recommended repairs or replacements are completed.
- (vi) Using the RPCA model² provided by the Lender/Owner, the Contractor will complete the Component Replacement Summary, Utility Types and Rates, Cap Needs Input, Utility Savings, cell D28 of the Water Savers, Utility Baseline – Summary, Utility Baseline – Monthly, and the Reserves 20 Year Schedule worksheets, considering the factors described below (note that completion of the RPCA model worksheets overlaps with the Energy Audit and Utility Consumption Baseline statements of work, Parts 2 and 3 herein). By completing the herein named worksheets in the RPCA model, the 20 Year Schedule and Detailed 20 Year Schedule worksheets will automatically be populated. The Contractor is to review that worksheet to ensure the data inputs on the other worksheets are generating the desired results. The Water Savers worksheet is an optional approach to estimating water savings, but **cell D28 must be completed** (and it links to the Utility Savings worksheet).

²The RPCA model is available at www.hud.gov/RAD

(vii) The report shall include:

- a. **Critical items:** Identify in detail, and report immediately to property management and the Lender/Owner, any repair item(s) that represents a critical repair.

Critical repairs include:

1. Remedies for exigent health and safety hazards or code violations;
2. Correction of conditions that adversely affect ingress or egress;
3. Correction of conditions preventing sustaining occupancy;
4. Correction of accessibility deficiencies.

It is the lender’s responsibility to assure that accessibility requirements are accurately applied to projects by the Contractor with knowledge of Federal and, where applicable, state and local requirements. These requirements are:

- (1) The Fair Housing Act design and construction requirements apply to all multifamily housing built after March 13, 1991.
- (2) Section 504 of the Rehabilitation Act of 1973 applies to all Federally assisted programs, facilities and housing.
- (3) The Americans with Disabilities Act of 1990 (ADA) applies to public accommodations and commercial facilities and to any such portion of a multifamily property.
- (4) Summary Table of Applicable Federal Accessibility Requirements

ACTIVITY & YEAR BUILT	MARKET RATE APARTMENTS	AFFORDABLE (not assisted, e.g. LIHTC’s)	FEDERALLY ASSISTED**
Projects built (1st occupancy*) after 3/13/1991	Fair Housing Act Requirements	Fair Housing Act Requirements	Fair Housing Act & 504/UFAS Requirements
Projects built from 7/11/1988 to 3/13/1991	None	None	504/UFAS Requirements
Sub Rehab of projects built after 7/11/1988	None	None	504/UFAS Requirements (load bearing wall exception)
Refinance of projects built prior to 7/11/1988***	None	None	504/UFAS Requirements (load bearing wall and financial/administrative burden exceptions)
All Public Accommodation	ADA	ADA	ADA & 504 UFAS

*1st occupancy means a building occupied for any purpose, not just for housing.

**”Federally assisted” projects include those financed or assisted by Project Based Vouchers, 202/811, HOME, HOPWA, Rent Supplements, 236, TCAP, BMIR, etc.

- (5) **State and Local Accessibility Laws.** The Fair Housing Act does not preempt state and local government measures affording persons with disabilities greater access than is required by the Fair Housing Act and some state and local governments do apply more stringent requirements. When state or local requirements exceed the Fair Housing Act design and construction requirements, the former prevail to the extent of such excess.
- (6) **Adaptable Does Not Mean Deferrable.** A common misinterpretation of the Fair Housing Act design and construction requirements holds that the term “adaptable” contemplates a delay or deferral of the time when “features of adaptable design” required by the statute or regulations may be completed. This is inaccurate. The “features of adaptable design” described in the Fair Housing Act design and construction standards are required at original design and construction. Adaptable for purposes of Section 504 is defined at 24 CFR 8.3 and contemplates limited future physical changes to meet specific needs of particular persons with disabilities.
- b. **Repair/Rehab items (Short Term Physical Needs):** Identify and estimate the cost of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months of closing (do not include items that are not broken but may need replacement in the near future). The items evaluated (both recommended and not recommended) are explained in the narrative report and the recommended items are documented in the Cap Needs Input worksheet of the RPCA model. That data input automatically generates the rehab escrow needs that appear in column B of the 20 Year Schedule worksheet of the RPCA model. Review column B of that worksheet to ensure the data input generated the correct result.
- c. **Market Comparable Improvements:** After discussion with the Lender/Owner and the Lender’s appraiser, the inspector may include repairs or improvements that are necessary for marketability in the list of Repair/Rehab needs. The repairs/improvements identified should be those necessary for the project to retain its original market position as an affordable project in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a project). The project should be able to compete in the non-subsidized market on the basis of rents rather than amenities. Where a range of options exists, the least costly options for repair or rehabilitation should be chosen, when both capital and operating costs are taken into consideration.
- d. **Long-term Physical Needs/ Reserve Items:** Identify and provide an estimate of the major maintenance and replacement items that are required to maintain the project’s physical integrity over the next twenty (20) years. (Note that the Fannie Mae Guidance to the Property Evaluator only requires an 18-year assessment maximum). The items evaluated (both recommended and not recommended) are explained in the narrative report and the recommended items are documented in the Cap Needs Input worksheet of the RPCA model. That data input automatically

generates the 20 Year Schedule worksheet of the RPCA model. Review that worksheet to ensure the data input generated the correct result.

- e. **Reserve Costs.** The Contractor shall estimate the Initial Deposit to the Reserve for Replacement Account and the Annual Deposit to the Reserve for Replacement Account based on the cost of “Near Term” replacement and major maintenance needs of the Project.
- f. **Environmental Concerns:**
 - (1) This applies to all existing properties constructed prior to 1978 which have not been demonstrated to be LBP- and/or asbestos-free. For projects that contain LBP and/or asbestos, the Contractor is responsible for engaging the services of a qualified LBP and/or asbestos abatement contractor(s) to prepare a scope of work for the abatement of LBP and/or asbestos. Where the scope of abatement work consists of permanent enclosure or encapsulation, but not removal, of LBP and/or asbestos, the qualified abatement contractor(s) must also prepare, separate from the scope of abatement work, an Operations and Maintenance (O&M) Plan for LBP and/or asbestos. The O&M Plan contains ongoing maintenance activities for LBP and/or asbestos, to be followed for as long as the LBP and/or asbestos remains in place. All abatement work and ongoing maintenance activities for LBP and/or asbestos shall conform to the following Regulatory requirements:
 - a. For LBP, 24 CFR Part 35;
 - b. For asbestos, 40 CFR Part 61.
 - (2) The report shall provide a description of directly observed potential on-site environmental hazards and include a completed Environmental Restrictions Checklist (see Exhibit 2).
 - (3) The report must meet HUD’s requirements, as they may be modified from time to time, for the detection and remediation of radon. These requirements were initially described in HUD Mortgagee Letter 2013-07, issued January 31, 2013.
- g. **Green Building Principles:** An objective of the report is to identify all opportunities to improve energy efficiency, maximize water efficiency, use re-used and recycled materials where practical, safeguard the indoor air quality of the property, be of less harm to the environment generally, and remove/ re-use replaced materials and construction debris appropriately. The Contractor is required to evaluate all components in the building, all building systems, and all components on the property, and the property itself, to identify all opportunities to achieve the stated objective. **The Contractor is expected to consider the most promising types of improvements being used generally in applicable green buildings, to identify all alternatives considered, to provide a justification for the green alternative recommended and a brief explanation of why the non-selected alternatives are less appropriate for the subject property.** Each line item must identify the:

- (1) costs of the traditional repair/replacement to meet local building code, as applicable, and the alternative using green building principles;
 - (2) cost estimate for both the traditional and green approaches; and
 - (3) expected benefits of the green alternative, both financial and non-financial.
- (viii) The report shall identify any physical deficiencies as a result of:
- a. a visual survey;
 - b. a review of any pertinent documentation; and
 - c. interviews with the property owner, management staff, tenants, interested local community groups and government officials, where appropriate.
- (ix) The report shall include the Contractor's professional opinion as to whether tenant relocation is necessary to complete the recommended scope of work for rehabilitation.
- B. The RPCA must also include the following subcomponents:
- (i) Acknowledgements (who prepared report, the preparer's qualifications or a certification that the preparer meets the qualifications required in Part 1.1, when report was prepared, who received report, and when report was reviewed).
 - (ii) Appendices (color photographs, site plans, maps, etc.).
- C. In addition, the contractor shall:
- (i) Recommend any additional professional reports needed, for example, to determine the presence or degree of structural defects, or to complete additional investigation into an environmental issue, such as radon testing that was not envisioned at the time of engagement. The Lender/Owner will be responsible for obtaining such reports.
 - (ii) If requested by the Lender/HUD, the RPCA Contractor will review the requirements of a particular "green building standard"³ and include in the RPCA its professional opinion on whether the rehabilitation recommended in the RPCA will meet the requirements of the particular "green building standard".
 - (iii) If the services of a subcontractor were secured to inspect the property and complete the report, the contractor shall review the inspection for quality, consistency, and agreed upon format and conformance with these requirements.
 - (iv) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

³ Must be an industry-recognized standard for green building, such as the Enterprise Green Communities Criteria, LEED-H, LEED-H Midrise, LEED-NC, ENERGY STAR New Homes, ENERGY STAR Multifamily High Rise, EarthCraft House, EarthCraft Multifamily, Earth Advantage New Homes, Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label), and the National Green Building Standard (NGBS) or other industry-recognized green building standard in HUD's sole discretion.

3. Deliverables

- A. A draft narrative report and RPCA model (with completion of these worksheets: Component Replacement Summary, Utility Types and Rates, Cap Needs Input, 20 Year Schedule, Detailed 20 Year Schedule, Rehab Escrow Needs, Utility Savings, **at least cell D28** of Water Savings, Utility Data Collection, and the Reserves 20 Year Schedule) shall be submitted electronically, as instructed by the Lender/Owner, for review prior to completion of the final report.
- B. The Lender/Owner will review the draft deliverables and discuss any necessary corrections with the Contractor that are necessary for the drafts to be finalized.
- C. The final narrative report shall be completed in the number of originals and copies requested by the Lender/Owner. It will also be submitted electronically along with the RPCA model, as instructed by the Lender/Owner.

NOTE: The final deliverable from the RPCA contractor shall consist of two files:
1- PDF file, including the narratives from all three parts of this statement of work (PCA, Energy Audit and Utility Consumption Baseline.)
2- EXCEL file of the completed RPCA model.

PART 2. ENERGY AUDIT

1. Qualifications: The contractor shall

- A. Be certified to complete building energy audits by RESNET or BPI (or their training providers), or be a Certified Energy Manager (CEM), or be a State equivalent certified energy auditor, or be a professional architect, or be a registered professional engineer, or be a RESNET certified Home Energy Rater or BPI Certified Building Analyst.
- B. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- C. Produce reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The contractor should have this personal experience, not just the company.
- D. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/Owner.

2. Statement of Work

These requirements are intended to fully satisfy and exceed the requirements in the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Procedures for Commercial Building Energy Audits, Second Edition 2011, Level II guidelines.

- A. An energy audit identifies how energy and water is used in a facility.
 - (i) Data is collected on energy and water use and costs and a physical inspection of the property and energy-related equipment is performed.
 - (ii) The physical inspection reviews equipment and space conditions, past maintenance schedules, remaining useful life, and system performance, along with building envelope characteristics and conditions.
 - (iii) Physical inspection may also consider indicators of performance issues such as leaking or soiled heat exchangers, high humidity, poor space temperature control, and comfort concerns. Some of these characteristics may be indicators of improperly sized heating or cooling equipment.

- B. An energy audit analyzes utility costs of the existing property, including separate rates, if any, for owner and tenant accounts, such as for electricity. Utility data is trended and benchmarked against similar properties with like heating and cooling requirements, and used to provide estimates of energy and water savings that may be gained by implementing cost effective conservation measures.

- C. An energy audit provides a prioritized list of recommended cost-effective energy and water efficiency improvements to reduce utility costs.
 - (i) Cost-effective energy and water efficiency improvements are energy or water conserving measures whose estimated utility savings exceed the installed cost of the improvement over the measure's useful life.
 - (ii) Recommendations are based on engineering and economic analysis and consider factors such as operating hours, equipment efficiency, and building and occupant energy and water demand characteristics.
 - (iii) Costs are generally developed through industry norms or available historical project information.

- D. Insulation in attics, walls, basements, floors, and ducts for heating and cooling circulation, should, at a minimum, be upgraded to current local building code for new construction, unless prevented by physical obstructions. Additional insulation beyond code should be recommended if cost-justified.

- E. In addition, the energy audit includes a recommendation on whether additional caulking and sealing is a cost-justified expenditure.

- F. An energy audit report includes the following:

- (i) Current energy, water and sewerage usage and costs (kilowatt-hour, therms, ccf, utility cost) input in the RPCA model. NOTE: This requirement includes all utility usage at the property, both tenant-paid and owner-paid, and all common areas.
- (ii) Evidence that the Contractor used the Air Conditioning Contractors of America (ACCA) Manual J guide or another recognized methodology to size the recommended heating and cooling systems. The sizing shall consider other energy-related improvements being made to the property, including additional insulation, energy-efficient windows, etc. The Lender/Owner may request the Contractor prepare several calculations based on possible improvements or may contact the Contractor subsequent to the completion of the initial calculation and ask for a revision based on a specific set of improvements.

Exception: There are two exceptions to the requirement to complete a load calculation to appropriately size the heating and cooling systems:

- a. When the existing units are already the smallest available and there are no known property management or tenant complaints indicating that the existing systems may be inadequate. To justify this exception, the Contractor must inquire of the site property management and of any tenants encountered during the inspection of units, and not receive comments that would cause the Contractor to question the adequacy of the existing systems.
 - b. When the existing units use electric baseboard heat and conversion to another heat system has been determined to be infeasible. To justify this exception, the Contractor must consider any comments about unit heating received from inquiring of the site property management and of any tenants encountered during the inspection of units and state why conversion to another source is infeasible.
- (iii) Evidence that the contractor analyzed the existing size of hot water heaters and analyzed the appropriate efficient replacement size using First Hour Rating (primarily for individual tenant hot water heaters) or other professionally recognized sizing tools with a goal of providing sufficient but not excess capacity.
 - (iv) Evidence that the contractor inspected the ductwork for leakage and recommended and priced appropriate repairs. HUD's objective is to identify energy-saving opportunities and is relying on the contractor's professional judgment as to the extent of inspection, testing, cleaning and repair that is warranted for the specific property. If the ducts are accessible, the contractor is to conduct a visual inspection and make recommendations for repair of any loose/ broken connections or other leaks. If the ducts are not accessible, the contractor is to provide an opinion on the likely cost-benefit analysis of repairing the ducts and the approach recommended to do so (including use of an aerosol-based product).
 - (v) Completed "Utility Types and Rates" worksheet in the RPCA model provided by the Lender/Owner.
 - (vi) Completed "Utility Savings" worksheet in the RPCA model provided by the Lender/Owner.

- (vii) Completed “Water Savers” worksheet with **at least cell D28** being populated (otherwise this worksheet is an optional approach to estimating water savings);
- (viii) Prioritized list of recommended energy efficiency improvements. At a minimum, in evaluating recommended improvements, the contractor evaluates and comments on:
 - a. Wall, ceiling and basement (if applicable) insulation – describe existing, cite the local code for new construction
 - b. Exterior doors – weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - c. Storm doors (where they currently exist) – weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - d. Dishwashers (where they currently exist) – efficiency standard, age, replacement options
 - e. Windows/sliding glass doors – considering age, weather stripping, caulking, air conditioning sleeves
 - f. HVAC – age, size and rated efficiency of units, age and type of thermostat
 - g. DHW – age, size and rated efficiency of units, insulation, temperature setting and set-backs, appropriate efficiency and size for replacement units
 - h. Refrigerators – age, size, rated efficiency of units, potential replacements
 - i. Water – flow rate of shower and faucets, hot water temp at tap, hot water pipe insulation, toilet tank size
 - j. Ventilation – kitchen and bath ventilation (recirculating or outside), appropriate size for replacement units
 - k. Apartment lighting – existing lighting methods, over-lighted conditions, conversion to CFL bulbs or fixtures
 - l. Lobby, common area, corridor – exterior doors (see above), existing lighting methods, lighting (sufficiency/excess, conversion to CFL bulbs and/or fixtures, T-8 (or smaller) electronic ballast fluorescent, LED exit light and automatic control potential)
 - m. Exterior lighting (including parking area) – existing number, type, sufficiency/excess illumination levels and efficiency of lighting type, conversion potential to more efficient lighting type, automatic controls
 - n. Central Plant Boilers/Hot water - efficiency, age, potential for combined heat and power (CHP), set backs
 - o. Laundry Area – identify if leased or owned, number and type of appliances, size, age, efficiency rating
 - p. Other commercial or office space – same evaluation
 - q. Possibility of cost effective change in fuel/ heating system type

- r. Evaluation of rate options, if any, with the utility companies for different site uses, e.g., residential/ commercial rates, peak load management rates.
- (ix) An initial assessment of the potential feasibility of installing alternative technologies for electricity, heating and cooling systems, and hot water heating (collectively called Green Energy Technologies) at the property. The auditor is to comment specifically on each of the following:
 - a. Photovoltaic for electricity
 - b. Solar thermal for hot water heating
 - c. Wind turbine
 - d. Combined heat and power
 - e. Geothermal heat pumps, and
 - f. Fuel cells.

As an initial assessment of potential feasibility, the auditor's comments are to conclude and justify, for each of the six technologies, whether further study is recommended. Specifically, the auditor is to state that the property: is a potentially viable candidate and a feasibility study is recommended or is not a viable candidate and further study is not recommended.

NOTE: HUD expects a few sentences of discussion for each of the six technologies. For example, "Combined heat and power: The property has less than 80 units (a rule of thumb for minimum number of units for feasibility) and does not have a central power source. Further study is not recommended." Another example, "Geothermal heat pumps: The property has sufficient acreage to drill wells and uses enough energy for heating and cooling that this technology may be feasible. Further study is recommended."

- (x) Installed cost estimates for recommended energy and water efficiency measures.
- (xi) Expected useful life of recommended energy and water conservation measures.
- (xii) Annual energy and water saving estimates (consumption and cost reductions). In considering cumulative savings, the auditor should consider how measures may interact and be realistic about the overall portion of existing utility use that might be conserved.⁴ The utility savings estimates will be contained in the Utility Savings worksheet of the RPCA model (note that the auditor may use the optional "Water Savers" worksheet of the model but **must complete** cell D28 of that worksheet for the total estimate of water savings).
- (xiii) Simple payback period in years for each evaluated measure, whether recommended or not. If more than one measure was evaluated, include a brief discussion of all measures evaluated and a justification for the one recommended in the narrative report. Include the recommended measure in the Cap Needs Input worksheet of the RPCA model.

⁴ The installation of individual components, taken individually, may support a certain level of utility savings that will not be realized when all the recommended components are installed as a package. In addition, some components (e.g., the first-time installation of air conditioning) will serve to increase utility usage.

- G. The RPCA should also include acknowledgments (who prepared report, the preparer's qualifications or a certification that the preparer meets the qualifications required in Part 2.1, when report was prepared, who received report and when report was reviewed).
- H. In addition to the above, the auditor shall:
- (i) Recommend any additional professional reports needed (including, for example alternate energy system feasibility studies, air infiltration tests for energy loss and ventilation needs, blower door tests, infrared imaging, duct blasting, etc.). The Lender/Owner will be responsible for obtaining such reports.
 - (ii) If the services of a subcontractor were secured to perform the RPCA, the Contractor shall review the inspection for quality, consistency and agreed upon format and conformance with the report requirements.
 - (iii) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

3. Deliverables

The report and completed worksheets of the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See Part 1, paragraph 3 for instructions on delivering the draft and final narrative reports and RPCA model to the Lender/Owner.

PART 3. UTILITY CONSUMPTION BASELINE

1. Introduction

- A. Overview: The goal of this statement or work is to establish a twelve month consumption baseline for normalized heating, cooling, lighting, and other electric, gas and water usage (not cost) by property.
- B. Consumption Period for Demonstration Due Diligence: The contractor, in consultation with the owner, will establish a twelve-month consumption period, generally ending just prior to the application to the RAD program and maximizing availability of actual data. The twelve month period covered should be recent and similar for each utility and should conclude prior to any rehabilitation beginning at the property.
- C. Consumption Data Collection: The result will be to understand and document what types of utilities are used, from what sources, how they are used and in what amounts they are used. Information on how utilities are used will come from the owner and RAD Physical Condition Assessment (RPCA) through the Energy Audit. In order to obtain the data, the contractor will receive releases from the owner, including releases the owner has

obtained from tenants for tenant accounts so that the contractor can obtain consumption data directly from each utility provider. The owner may also provide actual billing data.

- (i) For each property paid utility, the releases will be executed by the owner and obtained from the owner by the Contractor.
- (ii) For tenant paid utilities, the releases will be executed by tenants, obtained from the tenants by the owner, and obtained from the owner by the Contractor. Releases will be requested from tenants who have been in residence 12 months or more and new entrants. For non-metered fuel sources, such as propane or heating oil, the Contractor will obtain releases from the owner to obtain 14 months of billing history from the supplier(s), or if suppliers are not willing/ capable of providing histories, the Contractor will obtain copies of bills from the owner.

D. Data Ownership: All energy usage data and analysis is the property of HUD.

2. Qualifications: The contractor shall

- A. Have experience in collecting utility consumption data and in using industry-recognized methods for estimating missing data and normalizing it for weather occurrences and property vacancies.
- B. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- C. Produce baselines that are well regarded in the marketplace in terms of content, timeliness and responsiveness.
- D. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/ Owner.

3. Statement of Work: A contractor shall construct a Consumption Narrative Report containing at a minimum:

- A. Project identifiers -PIC Number , property name, property location, name of contractor, ownership name and contact information, management agent contact information, if any, etc.
- B. For all utilities associated with the property:
 - (i) Identify vendors/sources.
 - (ii) Identify use for residential: heat, hot water, lighting, a/c.
 - (iii) Identify use (generally on separate meters) for non-residential: common/ exterior lighting, laundry, office, maintenance shop, commercial (some projects have commercial leases).
 - (iv) Identify how the utility is used, for example, central steam boiler, forced air furnaces, heat pumps, window type air conditioners, central air, electric baseboard heat, common area lighting (incandescent or fluorescent, other) exterior lighting (type of lighting device).

- (v) Identify party responsible for payment, owner or tenant.
- (vi) Note any non-metered fuel source usage such as heating oil or propane.
- (vii) Note any observed anomalies regarding rate structure, metering, on-site generating via solar panels, wind turbines, etc.; and
- (viii) To the extent possible and applicable, estimate the commercial and non-residential portion of the use versus the residential use.

C. The Narrative is submitted as a PDF file.

D. Completed Utility Baseline – Summary and Utility Baseline – Monthly worksheets in the RPCA model, including:

- (i) General property information, utility provider information, and a property profile that includes the number of buildings, square footage, vacancy, and number of units.
- (ii) An overall summary of annual utility consumption across the entire property by utility type.
- (iii) An overall summary of annual utility consumption for each utility type and each meter at the property.
- (iv) Monthly utility consumption for each meter at the property.
- (v) For non-metered fuel sources such as heating oil or propane, attach detail for 14 months of consumption, and document how the estimate of twelve month consumption was reached.
- (vi) Adjust the actual consumption (usage) to produce weather-normalized summary consumption (usage). Use appropriate localized weather pattern data. Document the weather-normalization calculation in the Narrative. Note that HUD requires both raw and weather-normalized data.
- (vii) Adjust usage, based on available data, to a pro-forma 100 % occupancy by estimating additional use for unoccupied units. (This is in addition to, and complements, estimation for data gaps on occupied units.) This may affect some utilities, like water or electric, more than others, for example if heat is centrally provided.
- (viii) Establish an optional pro-forma adjustment factor to the consumption for cases where the RAD transaction involves changes in services provided at the property, for example the addition of air conditioning. If requested, supply estimate of utility consumption for the added service.
- (ix) Supply the completed RAD Utility Consumption workbook in Microsoft Excel, in the format required by HUD.

NOTE: The RPCA model also includes instructions for completion of the two utility consumption worksheets in a third worksheet titled, Utility Baseline – Instructions.

4. Deliverables

The narrative report and completed Utility Consumption – Summary and Utility Consumption – Monthly worksheets in the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See Part 1, paragraph 3 for instructions on delivering the draft and final narrative report and the EXCEL workbook to the Lender/Owner.

Exhibits (available on the RAD website at www.hud.gov/RAD):

- 1 Fannie Mae Physical Needs Assessment Guidance
- 2 Form 4.4 Environmental Restrictions Checklist
- 3 Accessibility Law Compliance

Appendix 2

List of Properties Covered by the RFP

Development Name	Property Address	# of Units	Year Built	Owner
Birchwood	716 E. Hargett St.	50	1982	RHA
Capitol Park	911 N. Blount St.	60	2002	RHA
Carriage House	116 St. Mary's St.	101	1982	RHA
Chavis Heights	750 Bright Creek Way	86	2007	RHA
Eastwood Court	224 Camden St.	46	1982	RHA
Glenwood Towers	509 Glenwood Ave	288	1971	RHA
Kentwood	1145 Clanton St.	89	1974	RHA
Scattered Sites	Throughout Raleigh	108	Various	RHA
Walnut Terrace	1256 McCauley St.	145	2014	RHA
Stony Brook	2030 Brentwood Rd.	106	1984	CAD
Chavis Heights	750 Bright Creek Way	27	2007	CAD
Capitol Park	911 N. Blount St.	59	2002	CAD
Walnut Terrace	1256 McCauley St.	147	2014	CAD
Parkview Manor	911 N. Blount St.	90	2002	CAD
Carousel Place	750 Bright Creek Way	55	2007	CAD



ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

Special Attention of:

Public Housing Agencies (PHAs)
Public Housing Directors
Resident Management Corporations

Notice PIH 2021-07 (HA)

Issued: January 19, 2021

This notice supersedes and replaces Notice PIH 2018-04. This notice remains in effect until amended, superseded or rescinded.

Cross-References: Notices: PIH 2011-7; 2016-13; 2016-20; 2016-22; 2016-23; 2017-10; 2017-22; 2017-24; 2020-04; RAD Final Implementation Notice Revision 4 (H-2019-09 PIH-2019-23 (HA))

Subject: Demolition and/or disposition of public housing property, eligibility for tenant-protection vouchers, and associated requirements.

1) Purpose. This notice explains application requirements to request HUD approval to demolish and/or dispose of public housing property under Section 18 of the United States Housing Act of 1937 (42 U.S.C. 1437p) (1937 Act) and related Tenant Protection Voucher (TPV) eligibility for such actions. This notice is used in conjunction with HUD's implementing regulations at 24 CFR part 970 and related rules and applies to all SAC applications, including those under review or already approved by HUD if the PHA is requesting an amendment of HUD's approval.

For purposes of this notice, public housing or public housing property means low-income housing, and all necessary appurtenances thereto, assisted under the 1937 Act, other than assistance under 42 U.S.C. 1437f of the 1937 Act (section 8), and includes public housing units developed pursuant to the mixed-finance development method. The term "project" is defined by section 3(b)(1) of the 1937 Act and means housing developed, acquired, or assisted by a PHA under the 1937 Act, and the improvements of any such housing. Public housing includes non-dwelling property (e.g., vacant land, administrative buildings and community buildings) acquired, developed, modernized, operated, or maintained with 1937 Act funds.

The contents of this notice, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

2) SAC Application Requirements.¹

A. Processing. HUD's Special Applications Center (SAC) reviews applications for demolition and disposition (SAC applications) in accordance with the requirements of 24 CFR part 970. SAC only reviews complete SAC applications. Pursuant to 24 CFR 970.29, HUD disapproves a SAC application if HUD determines: (1) a certification made by the PHA under 24 CFR part 970 is clearly inconsistent with the PHA Plan or any information and data available to or requested by HUD; or (2) the application was not developed in consultation with residents, resident groups, and local government officials.

B. PHA Plan. Proposed demolition or disposition must be included in a PHA Annual Plan, Significant Amendment, or MTW Annual Plan. All PHAs, including qualified PHAs, must discuss the demolition or disposition at a public hearing, as required by 24 CFR 903.17.²

C. Environmental Requirements. Proposed demolitions and disposition must comply with 24 CFR 970.13 and have environmental clearance, which means final approval from a HUD Approving Official or the Responsible Entity of an environmental review conducted under 24 CFR part 50 or 58. See Notice PIH 2016-22. PHAs are responsible for providing the Responsible Entity or local Office of Public Housing (Field Office) with a full description of the activities in connection with the demolition and/or disposition (including relocation, known future use of the site, use of disposition proceeds) to comply with aggregation requirements.³ The site re-use is not limited to future actions by the PHA, but includes any future known re-use. See 24 CFR 970.13(b) for factors in determining what constitutes a known future use.

D. Resident Consultation. In addition to resident consultation for PHA Plans, PHAs must comply with resident consultation requirements under 24 CFR 970.9, including consultation with: (i) residents who may be affected by the demolition or disposition action; (ii) resident organizations for the affected project, if any; (iii) PHA-wide resident organizations, if any; and (iv) the Resident Advisory Board or equivalent body. PHAs must ensure communications and materials are accessible to individuals with disabilities and take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP). See section 6)F.5.

E. Offer of Sale to Resident Organizations (Disposition Only). PHAs must, in appropriate circumstances as determined by the Assistant Secretary, provide resident entities the opportunity to purchase the project, subject to certain exceptions. See 24 CFR 970.9(b)(3). A PHA requesting consideration of exceptions to 24 CFR 970.9(b)(1) must follow the process stated at 24 CFR 970.9(b)(4).

F. Board Resolution. A PHA must obtain a signed and dated resolution from its Board of Commissioners authorizing the PHA to submit the SAC application. The Board must be consulted and approve all material parts of the SAC application including the justification;

¹ Note that these items are not a substitute for the SAC application requirements described in 24 CFR part 970 or HUD-52860. Rather, the below provide additional guidance and clarification on certain requirements.

³ See 24 CFR 58.32 and 24 CFR 50.21.

method of disposition (if applicable); use of proceeds; and relocation plan. The authorizing resolution must be dated after all local government and resident consultations are conducted.

G. Phased Applications. PHAs may submit SAC applications through a “phased” method with staggered timelines, so that buildings in later phases remain eligible for Operating Funds. A PHA submits a SAC application in IMS/PIC for each phase, with different relocation start timelines. The same supporting documentation (e.g., board resolution, resident consultation, government consultation) may be used for its all phases. See 24 CFR 970.7(a).

H. Amendments. PHAs must comply with all material terms of the SAC application. If after receiving HUD approval a PHA’s plan changes on material terms, SAC approval of the change is required. Material terms include (i) method of disposition; (ii) public bid sale where offer is less than 80% of fair market value (FMV) appraisal submitted in the SAC application (the PHA must describe its due diligence in offering the public housing property for sale on the open and competitive market and its rationale for accepting an offer that is less than 80% of appraised FMV; alternatively, the PHA may submit an updated appraisal); and (iii) terms of commensurate public benefit disposition (the PHA must describe the revised future use of the property so HUD can confirm the commensurate public benefit). PHAs request amendments by sending an email to SACTA@hud.gov with the information noted above and a board resolution approving the change. On a case-by-case basis, SAC may require additional supporting documentation to support an amendment (e.g., evidence of local government and/or resident consultation; confirmation of environmental clearance).

3) Disposition.

A. Justification Criteria for Dwelling Units. HUD reviews PHA certifications and narratives, along with other information available to or requested by HUD, on a case-by-case basis. HUD approves SAC applications for dispositions based on at least one of the following two reasons:

1. Retention of the property is not in the best interests of the residents or the PHA.

HUD will approve a request for disposition by sale or other transfer of a public housing project or other real property if the PHA certifies that the retention of the property is not in the best interests of the residents, relative to:

a. Surrounding Area (24 CFR 970.17(a)): The conditions in the area surrounding the project (e.g., density, industrial or commercial development) adversely affect the health or safety of the residents or the feasible operation of the project by the PHA. The PHA supports its application with at least one of the following:

(1) Health or safety. PHAs demonstrate conditions that present serious obstacles in maintaining the units as healthy or safe housing and why the PHA cannot cure or mitigate those conditions in a cost-effective manner. HUD encourages PHAs to submit supporting third-party documentation, which include environmental reviews conducted under 24 CFR part 58. HUD may consider other available information, including analyses of land development, socioeconomic, community

facilities and services, and natural features. In accordance with Notice PIH 2016-22, HUD may elect to perform an environmental review under 24 CFR part 50; or

(2) Infeasible operation. PHAs demonstrate a lack of demand for the units. Supporting documentation includes evidence the units have long-term vacancy issues, notwithstanding due diligence in marketing (e.g., census tract data on declining population in the jurisdiction; units located in an isolated area with limited access to transportation and infrastructure; high turnover rates). On a case-by-case basis, HUD may require a PHA to submit a market analysis or HUD may perform one.

b. Improved Efficiency/Effectiveness Through Off-Site Development of Low-income Housing (24 CFR 970.17(b)). The disposition allows for the development of other properties that will be more efficiently or effectively operated as low-income housing projects. For purposes of this notice, “low-income housing” is limited to public housing units, project-based voucher (PBV) units, or Section 8 PBRA units and does not include housing where tenants are using tenant-based Section 8 Housing Choice Vouchers (HCV). Development may include acquisition (with or without rehabilitation) or new construction. PHAs must demonstrate why the replacement low-income housing units are preferable (e.g., more energy efficient; better unit configuration; better location in terms of transportation, jobs, or schools; furthers minority or economic de-concentration where units are relocated from an area of minority concentration to one that is not concentrated). The units being acquired, developed, or rehabilitated must be off-site. In providing the statement justifying the proposed disposition pursuant to 24 CFR 970.7(a)(5), PHAs explain their intention to acquire, develop, or rehabilitate low-income housing projects. For public housing units, the PHA submits the development proposal to HUD under 24 CFR part 905. For PBV units, the PHA submits an “intent to project-base” notification to the Field Office.

2. PHA certifies that it has determined the disposition to be appropriate (24 CFR 970.17(c)). A PHA has determined the disposition to be appropriate for reasons that are in the best interests of the residents and the PHA; consistent with the PHA goals and plans; and otherwise consistent with the 1937 Act. In making such a certification, a PHA considers its need for public housing units, the purpose and mandate of the 1937 Act, the mission and obligations of the PHA to maintain and operate projects as decent and safe housing in accordance with its ACC, and other tools available to the PHA to preserve and reposition its public housing stock. SAC applications are reviewed on a case-by-case basis. Below are examples:

a. Unit obsolescence. The units are obsolete as to physical condition in accordance with applicable demolition criteria described at section 4)A.1 of this notice.

b. Very Small PHAs. The PHA owns and operates 50 or fewer public housing units under its ACC and has determined that it is in the best interests of the residents and

PHA to close out its Section 9 public housing program in accordance with Notice PIH 2016-23.

- c. Improved Efficiency/Effectiveness Through On-Site Development of Low-income Housing (24 CFR 970.17(c)).** The requirements of Section 3)A.1.b of this notice apply except that the replacement low-income housing units are located on-site. The replacement low-income housing units may be newly constructed or the same public housing units after modernization (rehabilitation).⁴
- d. Scattered Site Units.** Due to distance between units and lack of uniformity of systems (e.g. HVAC, utilities), the PHA demonstrates an unsustainability to operate and/or maintain the units as public housing. For purposes of this notice, scattered site units generally mean units in non-contiguous buildings with four or fewer total units.
- e. Blending Section 18 Disposition Approvals with Rental Assistance Demonstration (RAD) Conversion.** The PHA is converting a portion of the public housing units within a Converting Project and is replacing the units proposed for disposition with project-based Section 8 assistance within the Covered Project, as the terms “Converting Project” and “Covered Project” are defined in the RAD Final Implementation Notice Revision 4 (H-2019-09 PIH-2019-23 (HA)), as amended from time to time (the “RAD Notice”). The aggregate number of replacement units (RAD and project-based Section 8) must meet the RAD “substantial conversion of assistance” requirements.

 - (1) RAD/Section 18 Construction Blend.** The percentage of units eligible for disposition within the Converting Project is based on the hard construction costs, including general requirements, overhead and profit, and payment and performance bonds, proposed for the new construction or rehabilitation of the Covered Project. To be eligible, the proposed transaction may not use 9% Low Income Housing Tax Credits. The following sets forth the percentage of units eligible for disposition within the Converting Project based on the level of construction activity:

 - (a)** If the hard construction costs are equal to or exceed ninety percent (90%) of the Housing Construction Costs as published by HUD for the given market area, at the PHA’s discretion up to sixty percent (60%) of the units in the Converting Project may be disposed of under Section 18. For high-cost areas, defined as those where HCC exceeds 120% of the national average,⁵ at the PHA’s discretion up to eighty percent (80%) of the units in the Converting Project may be disposed of under Section 18.

⁴ If the PHA is proposing to dispose of public housing units to allow the same units to be modernized (rehabilitated) under mixed-finance public housing development rules of 24 CFR part 905, the PHA submits the SAC application under the “MF-MOD” disposition application type in IMS/PIC. This ensures Capital Fund and Operating Fund subsidy are accurate.

⁵ To calculate the national average HCC and the HCC for each jurisdiction, HUD used the average of the 2-BR HCC for Elevator and Walk-up structures.

- (b) If the hard construction costs are equal to or exceed sixty percent (60%) but are less than ninety percent (90%) of the Housing Construction Costs as published by HUD for the given market area, at the PHA's discretion up to forty percent (40%) of the units in the Converting Project may be disposed of under Section 18.
 - (c) If the hard construction costs are equal to or exceed thirty percent (30%) but are less than sixty percent (60%) of the Housing Construction Costs as published by HUD for the given market area, at the PHA's discretion up to twenty percent (20%) of the units in the Converting Project may be disposed of Section 18.
- (2) **RAD/Section 18 Small PHA Blend.** For any PHA with 250 or fewer public housing units under its ACC, at the PHA's discretion up to eighty percent (80%) of the units in a Converting Project may be disposed of under Section 18. The PHA is not required to remove all of its remaining public housing units through a Small PHA Blend transaction. However, to be eligible for the Small PHA blend, the PHA must submit to HUD a feasible repositioning plan approved by the PHA's board of commissioners and acceptable to HUD that removes all of a PHA's public housing ACC units, reflects that the PHA will not develop additional public housing units under otherwise available Faircloth authority, and will not transfer that Faircloth authority to another PHA and will result in the closeout of the PHA's Section 9 public housing program and termination of its Section 9 ACC. Any PBV contract created under this subparagraph must be administered by an HCV contract administrator with at least 250 HCV units under its HCV ACC prior to creation of such PBV contract.

Please see Section 1.5.B of the RAD Notice relating to the applicability of RAD relocation requirements to residents of the Section 18 units and Section 1.6 of the RAD Notice relating to the applicability of RAD requirements to non-RAD units to facilitate the uniform treatment of residents where specified in the RAD Notice.

RAD/Section 18 blends are primarily processed by the Office of Recapitalization and are subject to RAD requirements and processes related to Financing Plan submission requirements, underwriting, DOT releases, terms of the disposition (e.g., treatment of proceeds), and placement of a long-term use agreement at the Covered Project. Notwithstanding processing by the Office of Recapitalization, in addition to RAD requirements, the PHA must also comply with Section 18 submission requirements.

B. Justification Criteria of Non-Dwelling Buildings and Vacant Land. The PHA certifies, by narrative statement and supporting documentation, that disposition of non-dwelling buildings or vacant land meets the criteria of 24 CFR 970.17(d) because the property exceeds the needs of the project after the date of full availability (DOFA); or the disposition of the property is incidental to, or does not interfere with, continued operation of the remaining portion of the project.

C. Commensurate Public Benefit. In accordance with 24 CFR 970.19, dispositions proposed below FMV require a finding of commensurate public benefit, which HUD determines on a case-by-case basis. Generally, the disposed property is developed for affordable housing purposes serving low-income families (incomes at or below 80% of area median). Such affordable housing may include, but is not limited to, public housing, project-based Section 8 housing, and housing developed with low-income housing tax credits (LIHTCs). HUD encourages PHAs to maximize economic opportunities available to residents (as described in section 6)F.5 of this notice) when requesting HUD approval of a below FMV disposition based on commensurate public benefit. PHAs should specifically describe these economic opportunity benefits in their SAC applications as part of the commensurate public benefit description. To ensure compliance with a HUD-approved commensurate public benefit, a use restriction may be required (such that it survives foreclosure of mortgages and other liens) and publicly recorded in the land records. As part of the SAC application, a PHA may propose a preferred form of use restriction (e.g., LIHTC extended use agreement, HOME agreement, reversion clause in transfer documents, provision in ground lease, separate use agreement). The use restriction must be in a form acceptable to HUD. Field Offices will not release the Declaration of Trust/Declaration of Restricted Covenants (DOT/DORC) (HUD-52190) (4/2018) (or previous versions) until the PHA evidences compliance.

4) Demolition.

A. Justification Criteria. HUD reviews demolition requests in accordance with the following criteria: (1) the project or portion of a project is obsolete as to physical condition, location, or other factors, making it unsuitable for housing purposes; and no reasonable program of modifications is cost-effective to return the public housing project or portion of the project to useful life; and (2) in the case of an application for demolition of a portion of a project, the demolition will help to ensure the viability of the remaining portion of the project.

- 1. Physical Condition (24 CFR 970.15(b)(1)(i) and (b)(2)).** PHAs must demonstrate substantial physical issues of the buildings/units (e.g., critical structural issues, deficiencies in major systems, deterioration due to prolonged deferred maintenance) that cannot be corrected in a cost-effective manner. PHAs may submit Physical Needs Assessments (PNAs), government inspections (including condemnation orders), and/or independent architect or engineer's reports as supporting documentation.⁶ HUD may consider other available information, including REAC scores; Capital Fund Program Five Year Action Plans, Energy Performance Contracting (EPC) information; and/or on-site inspections by HUD staff. To support a certification of physical obsolescence and cost-ineffectiveness, the PHA submits

⁶ In accordance with 24 CFR 905.314(g), PHAs are permitted to rehabilitate and address the capital needs of projects provided the rehabilitation costs do not exceed 90% of total development cost TDC. Accordingly, per 24 CFR 970.15(b)(2), if a project's rehabilitation costs are between 57.14% (or 62.5% if elevator) and 90% of TDC, the PHA may either voluntarily pursue a demolition or disposition action for the project or may rehabilitate the project with Capital Funds. However, if rehabilitation costs for a project exceed 90% of TDC, the PHA's only choice is to pursue a demolition or disposition or use funds other than Capital Funds to address the project's capital needs.

form HUD-52860-A (4/2018) and HUD-52860-B (4/2018), along with a list of specific and detailed work items that require rehabilitation or repair, preferably prepared by an outside engineer or architect, in two components: scope of work and cost-estimates. The following generally applies to the scope of work:

- a.** Estimates based on the standards outlined in the most recent International Building Code (IBC) and National Fire Protection Association (NFPA) 5000 standards. PHAs may include local code requirements (e.g., fire codes; requirements for natural disasters such as flooding or wildfires);
- b.** Building systems (e.g., HVAC, plumbing, electric), external amenities (e.g., roofs, doors, windows), and internal amenities (e.g., kitchens, bathrooms, flooring) limited to those that address immediate capital needs for a maximum of three years. Replacement costs are restricted to the remaining useful life of an item for three years or less. Actual service life may depend on initial quality of the item, local environmental factors, use/abuse, and levels of routine maintenance. Age of an item alone is not evidence of need to repair or replace. Each item is individually estimated and may reference life cycle values per the R.S. Means Facilities Maintenance and Repair Cost Data book;
- c.** Underground utilities (e.g., sewer, water, gas, electric), regardless of distances, provided the PHA owns the utility and evidences the need for replacement;
- d.** Mitigation costs of asbestos, lead-based paint, or other environmental issues supported by reports submitted with the SAC application;
- e.** Structural defects when supported by reports from a licensed professional engineer;
- f.** Accessibility improvements for persons with mobility, vision, hearing or other impairments, provided improvements are consistent with standards, regulations, and other requirements under Section 504 of the Rehabilitation Act of 1973 (including the Uniform Federal Accessibility Standards (UFAS)), Fair Housing Act, Americans with Disabilities Act, other applicable federal authorities, state or local requirements that exceed federal baseline requirements, and accessibility requirements in remedial agreements or orders;
- g.** Imminent health and/or safety issues even if such costs are otherwise not eligible provided the PHA provides supporting documentation from an independent party evidencing the occurrence and resulting health and/or safety risks.

HUD reserves the right to disallow items in a scope of work if HUD determines there are more cost-effective alternatives to address the rehabilitation or replacement needs. If PHAs complete major capital work after the scope of work is prepared, the PHA must include a description of that work in the SAC application. HUD generally does not allow the following costs to be included in a rehabilitation scope of work:

- a.** Work associated with enhancements or improvements of working systems or fixtures at the project (including energy efficiency “green” improvements);
- b.** Amenities not currently existing at the project (e.g., solar panels; tankless water heaters; trash enclosures, washer/dryer hook-ups; garbage disposals; central air-conditioning; addition of new porches);
- c.** Work items that address a project’s needs beyond three years;
- d.** Local code compliance if the building code requirements are otherwise not triggered by the rehabilitation/repair;
- e.** Landscaping or other site work beyond five feet of the exterior walls of a building;
- f.** Upgrading utility lines that are otherwise in working condition;
- g.** Work items associated with site improvements and appurtenances (e.g., parking lots, security cameras, playgrounds, community centers), even if those site improvements or appurtenances exist and in need of repairs; and
- h.** Replacing PHA personal property (e.g., replacing appliances or other removable fixtures such as refrigerators, ovens, and window treatments).

The following generally applies to cost estimates of the eligible scope of work items:

- a.** Total development costs (TDC) comparisons per HUD-posted costs for the year the rehabilitation estimate is made. See 24 CFR 905.314.
- b.** R.S. Means cost index, Marshall and Swift cost index, or other accurate and reliable cost estimates (e.g., actual and competitive bids).
- c.** Hard construction costs (HCC) as defined in 24 CFR part 905 (including existing items inside a building or within five feet of the exterior walls; and costs to repair landscaping damaged due to rehabilitation).

PHAs may not include additional costs attributable to inflation or “cost escalation.” For example, if a PNA completed in 2017 indicates a roof replacement is necessary in 2019, the PHA must use current estimated costs without any escalation, cost adjustments or other means of adjusting for inflation for work projected to be undertaken/completed in 2019. Instead, the PHA uses 2017 cost index information.

The following fees are maximum amounts for soft costs associated with public housing rehabilitation.⁷ PHAs may flexibly determine costs for each item provided the total cost does not exceed the maximum. Percentages are based on hard construction and will vary based on the project size:

- a. Construction contingency: 7.5 percent
 - b. Architectural/engineer's design and construction monitoring fees: 5.5 percent
 - c. Profit and overhead fees for specialty subcontractor (e.g. HVAC, electric, plumbing, elevator): 10 percent
 - d. General condition fees (e.g., permit, insurance, bonds): 5 percent
 - e. PHA administrative costs: 2 percent
2. **Location (24 CFR 970.15(b)(1)(ii) and (b)(2)).** PHA demonstrates the location of the units causes obsolescence, including physical deterioration of the neighborhood; change in neighborhood from residential to industrial or commercial; or environmental conditions which jeopardize the suitability of the site or a portion of the site and its housing structures for residential use. The cost test for obsolescence based on location includes the PHA's cost to cure the obsolescence (e.g., buffering nearby industrial or commercial development; mitigating environmental conditions) and whether these costs exceed applicable TDC percentages. In some cases, there may be no way to cure the obsolescence, regardless of cost (e.g., project is in a Federal Emergency Management Agency (FEMA) designated floodway). In other cases, the obsolescence may be curable with a mitigation cost (e.g., flood-proofing and flood insurance for designated floodplains).
3. **Other Factors (24 CFR 970.15(b)(1)(iii) and (b)(2)).** PHA demonstrates factors impacting the marketability, usefulness, or management of the units that seriously impede operations for residential use supported by third party documentation. The cost test for obsolescence based on other factors includes the PHA's cost to cure the cause and whether these costs exceed applicable TDC percentages. In some cases, curing the obsolescence is not possible regardless of costs. In cases where the obsolescence may be curable, include the PHA's cost of due diligence in marketing and to cure obsolete factors (e.g., cost to add a second bathroom to units with a high number of bedrooms).

B. *De Minimis* Demolition. In any 5-year period, a PHA may demolish the lesser of 5 dwelling units or 5 percent of the total public housing dwelling units without the need to obtain HUD approval under 24 CFR part 970, provided the resulting space is used to meet the service or other needs of the residents or the PHA determines the unit(s) are beyond repair. Demolition criteria of 970.15 do not apply to *de minimis* demolitions. Prior to

⁷ HUD may consider higher percentages for soft costs for compelling reasons on a case-by-case basis.

demolishing units under this authority, the PHA must submit information to HUD via IMS/PIC, including a description of the proposed units and other items required by 24 CFR 970.7(a)(1), (2), (12), (13), and (14).

5) Eligibility and Application Process for Tenant-Protection Vouchers (TPVs).

A. TPV Eligibility. As part of HUD's approval of a SAC application, a PHA may be eligible to receive Section 8 HCV assistance from HUD in the form of TPVs. The issuance of TPVs to a PHA does not occur with SAC approval of an application. Instead, the PHA must apply separately for TPVs in accordance with the current PIH funding notice for the HCV program.

HUD determines a PHA's TPV award based on the relevant appropriations and other HUD-issued guidance (including the applicable year's HCV funding notice). HUD's approval of the SAC application indicates the maximum number of both relocation and replacement TPVs that a PHA may be eligible to receive.

Based on limited availability of TPV funding, HUD is limiting the maximum TPV awards for dispositions based on improved efficiency or effectiveness under Section 3)A.1.b or 3)A.2.c of this notice to 25 percent of the occupied units at the project. However, even if a PHA is not eligible to receive TPVs in a SAC-approved disposition, the PHA must still comply with relocation requirements of 24 CFR 970.21.

B. TPV Application Process. A PHA must submit the following to the Field Office:

1. Name and IMS/PIC number for the units approved in the SAC application. Number of TPVs (both relocation and replacement) requested which must equal or be less than the maximum number of TPVs identified in the SAC approval and address relevant appropriation limits including HUD TPV guidance. See Notice PIH 2017-10 (or the current replacement PIH funding notice for the HCV program) concerning the differences between replacement and relocation TPVs.
2. Form HUD-52515 (Voucher Funding Application). If lease-up covers more than one calendar year, the PHA must submit a separate Form HUD-52515 for each calendar year.
3. Leasing schedule identifying the number of TPVs leased on a month-to-month basis. If lease-up covers more than one calendar year, the PHA must submit separate leasing schedules for each calendar year. If the PHA is approved for both replacement and relocation TPVs as part of the same SAC approval, the PHA must submit separate leasing schedule(s) for each type of TPV.
4. SAC application approval as a PDF copy, signed and dated.
5. If the PHA is a Public Housing-only PHA (and therefore cannot receive or administer TPVs), the name and PHA code of the PHA that has agreed to administer the TPVs, along with an agreement letter from that PHA. HUD does not allow Public Housing-only PHAs to create Section 8 HCV programs based solely on TPV eligibility.

The Field Office conducts a threshold review of the TPV request prior to sending the request to HUD's Financial Management Division (FMD) for processing. HUD's Financial Management Center (FMC) notifies PHAs of final TPV awards.

6) Other Requirements.

A. Existing Financial Transactions. PHAs with an approved transaction through the Capital Fund Financing Program (CFFP), Section 30 (including PHA Mortgaged Transaction (PMT)), Energy Performance Contracting (EPC), or Operating Fund Financing Program (OFFP) must comply with additional instructions provided by HUD regarding such financing and may not take any steps to implement a SAC-approved application without receiving confirmation from HUD that all applicable requirements of the financing are satisfied. PHAs must certify an existing financial agreement is not at risk because of the proposed demolition or disposition action.

B. Operating Fund Accuracy. Updating Days to Relocation. As part of the SAC application, PHAs include an estimated number of days from a SAC-approved application that it plans to start relocation. HUD recognizes relocation plans sometimes change. However, because HUD relies on relocation information to determine Operating Funds, PHAs are responsible to ensure the relocation information remain reasonably accurate. If days to relocation in a SAC application is not reasonably accurate, Asset Repositioning Fee (ARF) payments under 24 CFR 990.190 will be affected. See Notice PIH 2017-22 on how to update relocation dates.

C. Re-occupying Units Proposed for Demolition or Disposition. 24 CFR 970.25(a) states a PHA should not re-rent units at turnover while HUD is considering a SAC application. However, due to community needs or for other reasons consistent with its PHA Plan, a PHA may decide it is in the best interests of the PHA, its residents, and the community to re-occupy vacated units that are under SAC review. If the PHA proposes demolition or disposition because units are structurally unsound, located in a floodway, or otherwise uninhabitable, the PHA cannot reoccupy the units. PHAs cannot re-occupy units after issuance of the 90-day relocation notice.

D. Reporting Requirements. Within seven days of completion of the demolition or disposition (e.g., execution of the sale or lease contract for disposition), PHAs must report the action in IMS/PIC. On a case-by-case basis, HUD may require other reporting information.

E. False Certifications and HUD Enforcement. Any person knowingly presenting a false, fictitious or fraudulent statement or claim in a HUD matter, including certifications and supporting documentation submitted with SAC applications, is subject to criminal penalties, civil liability, or administrative actions which HUD may prosecute. HUD may pursue debarment/suspensions of principals and PHAs, and any enforcement actions available including, but not limited to, injunctive relief and other equitable remedies.

F. Civil Rights Requirements. This notice does not modify a PHA's fair housing, civil rights, or accessible housing obligations. It does clarify those obligations with respect to public housing demolition/disposition under Section 18.

- 1. PHA Certification.** As part of the SAC application, PHAs certify they will carry out the removal action in compliance with all applicable civil rights requirements, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, all regulations implementing these authorities, other applicable Federal, State, and local civil rights laws, and the duty to affirmatively further fair housing. A PHA's certification means that it will fulfill the requirements set out in HUD regulations found at Title 24 of the Code of Federal Regulations, including regulations in place at the time of this certification, and any subsequently promulgated regulations governing the obligation to affirmatively further fair housing. The PHA is always responsible for understanding and implementing the requirements of HUD regulations and policies, and has a continuing obligation to affirmatively further fair housing in compliance with the 1968 Fair Housing Act, the Housing and Community Development Act of 1974, The Cranston-Gonzalez National Affordable Housing Act, and the Quality Housing and Work Responsibility Act of 1998. (See 42 U.S.C. 3608, 5304(b)(2), 5306(d)(7)(B), 12705(b)(15), and 1437C–1(d)(16)). PHAs also certify that, if HUD approves the SAC application, subsequent implementation complies with all applicable civil rights requirements, including environmental determinations for environmental justice.
- 2. HUD Civil Rights Review.** HUD's Office of Fair Housing and Equal Opportunity (FHEO) conducts a civil rights review of SAC applications, which may include applications for non-dwelling property. Pursuant to 24 CFR 970.7(a)(17), HUD may request additional information, including information about the PHA's compliance with nondiscrimination requirements in relocations under 24 CFR 970.21(a) and the PHA's affirmatively furthering fair housing certification under 24 CFR 903.7(o).
- 3. Disclosure of Remedial Orders and Compliance Agreements.** In its SAC application, the PHA provides a certification that the demolition or disposition does not violate any remedial civil rights order or agreement, voluntary compliance agreement, final judgment, consent decree, settlement agreement, or other court order or agreement (per 24 CFR § 970.9(a)(16)). In addition, the PHA states whether it is operating under any federal, state, or local remedial order, compliance agreement, final judgment, consent decree, settlement agreement or other court order or agreement, including but not limited to those related to a fair housing or other civil rights finding of noncompliance. If the PHA is operating under such a document, it must provide a citation to the document and attach a narrative description explaining how the proposed demolition or disposition is consistent with such document.
- 4. Federal Labor Standards and Economic Opportunity.** PHAs using HUD funds for demolition or disposition must comply with all applicable federal labor standards of Section 12 of the 1937 Act (42 U.S.C. 1437j) (Davis-Bacon) and requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C 1701u), as amended. Activities include but are not limited to demolition and resident relocation. Under Section 3 and 24 CFR part 75, recipients of certain HUD financial assistance must provide employment, training, and economic opportunities to the greatest extent feasible

to Section 3 residents or business concerns. Recipients of HUD funds have Section 3 obligations regardless of the amount of funds (see 24 CFR 75.3).

5. Resident Consultation for Persons with Disabilities and Persons with Limited English Proficiency. To ensure individuals with disabilities have reasonable opportunities to consult on the SAC application, PHAs must ensure communications and materials are accessible and in compliance with Section 504 of the Rehabilitation Act of 1973, 24 CFR 8.6, and the Americans with Disabilities Act of 1990, 28 CFR parts 35.160-35.163. This includes ensuring written and oral communications, including resident meetings, are provided in appropriate alternative formats as needed, e.g., Braille, audio, large type, accessible electronic communications, assistive listening devices, sign language interpreters, computer-assisted real time transcription of meetings, Brailled materials, large print documents, accessible web-based and email communications, and when providing materials via the Web. In selecting locations for consultation with residents, the PHA must provide equal access for persons with disabilities, conducting sessions at locations that are physically accessible to persons with disabilities, including individuals who use wheelchairs. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs, meeting the needs of qualified individuals with disabilities that enables interactions to the fullest extent possible. The PHA is guided by the goal of maximizing participation in an integrated setting so that residents with disabilities and residents without disabilities may hear and consider each other's views. Priority shall be given to on-site accessible locations (e.g., TV rooms or informal gathering places) even if to do so requires multiple sessions with smaller groups of residents. Title VI of the Civil Rights Act of 1964 and regulations at 24 CFR part 1, require PHAs to take reasonable steps to ensure meaningful access to their programs and activities for persons who have limited ability to read, speak, or understand English (i.e., individuals who have limited English proficiency or LEP persons). Written materials provided in English are to be provided in regularly encountered languages among the residents. PHAs may need to provide interpreters to communicate between different languages to ensure LEP persons have meaningful access. PHAs hold meetings in languages other than English to provide direct communication and participation.

7) Relocation of Residents. If residents are relocated due to a demolition and/or disposition, the PHA must follow relocation requirements at 24 CFR 970.21, and not the relocation requirements at 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. However, if subsequent acquisition, rehabilitation or demolition carried out with HUD funds or carried out with other HUD-funded activities causes residents to relocate, the URA may apply to those relocations. Additionally, if CDBG or HOME funds are used in the demolition or with conversion of lower-income dwelling units to a use other than lower-income dwelling units, the project may be subject to section 104(d) of the Housing and Community Development Act of 1974, including relocation assistance and one-for-one replacement provisions under 24 CFR part 42 subpart C.

8) Technical Assistance. Contact SACTA@hud.gov.

9) Paperwork Reduction Act. Information collection requirements contained in this notice are approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The OMB control numbers are 2577-0029, 2502-0612 and 2577-0075.

/s/
Dominique Blom
General Deputy Assistant Secretary for Public and Indian
Housing

Appendix 4

Pricing

Development Name	Owner	CNA	eTool	Obsolescence Test
Birchwood	RHA			
Capitol Park	RHA			
Carriage House	RHA			
Chavis Heights	RHA			
Eastwood Court	RHA			
Glenwood Towers	RHA			
Kentwood	RHA			
Scattered Sites	RHA			
Walnut Terrace	RHA			
Stony Brook	CAD			
Chavis Heights	CAD			
Capitol Park	CAD			
Walnut Terrace	CAD			
Parkview Manor	CAD			
Carousel Place	CAD			
Total				

Travel, Lodging, Meals	
General, Administrative, Overhead	

Instructions to Offerers Non-Construction

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

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-03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

(Describe bid or proposal preparation instructions here:)

Certifications and Representations of Offerors Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB’s common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA’s Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (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.

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

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

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

The bidder/offeror 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 121.
- (b) is, is not a women-owned small business concern. “Women-owned,” as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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 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 bidder/offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror’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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/01/2014)

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-5370C 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

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1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Appendix 8

CERTIFICATE OF COMPLIANCE - SECTION 3

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation in (name of project)

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company), CERTIFIES that upon being awarded a contract to _____ in Raleigh, NC; that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, a. after the Company is selected but before the contract is executed, and b. with persons other than those to who the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name _____
Name and Title _____
Signature _____
Date _____

Appendix 9

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

_____ does hereby state: _____ (name)

1. S/He is the _____ of (owner, partner, officer, or representative) _____ hereinafter referred to as Contractor.
_____ (business name)
2. S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor); _____ for specific work required in connection with a _____ project titled _____ and located at: _____
3. Said Contractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____

Appendix 10

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT

1. The officer certifies, to the best of its knowledge and belief that:

1.1. The offeror and/or any of its Principals:

1.1.1. Are are not (check one) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds:

1.1.2. Have have not (check one) within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are are not (check one) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.

1.1.3. The Officer has has not (check one) within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

1.2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

1.2.1. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1.2.2. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

1.2.3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

1.2.4. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to NRHA, the Contracting Office may terminate the contracting resulting from this proposal for default.

Company Name _____

Name and Title _____

Signature _____

Date _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC CONTRACT

ARTICLE 1. General Provisions.

- a. Except as otherwise specifically stated in the Contract, the Contractor will provide and pay for all materials, labor, tools, equipment, water, lights, heat, power, transportation, superintendents, temporary construction of every nature, taxes legally collectable because of work, and all other services and facilities of every nature whatever necessary to do the work to be done under the Contract. The Contractor must deliver a completed contract in every respect within the specified time.
- b. Time is of the essence to complete this Contract. Should the Contractor fail to complete the specifications by the completion date, it will be considered a default of the contract terms and conditions. Housing Authority of the City of Raleigh, NC ("RHA") may cancel the Contract pursuant to the provisions of Article 4.
- c. The Contractor will not subcontract with any contractor not approved by RHA.
- d. Before commencing work, the Contractor and each of his subcontractors must furnish RHA with evidence of insurance coverage. The insurance will cover the complete project and RHA property in an amount of the exposed loss potential. The following is the minimum acceptable coverage:
- 1) Workers' Compensation in accordance with State or Territorial Workers' Compensation laws;
 - 2) Comprehensive General Liability (GL) for each type of contract should be per occurrence, combined single limit for bodily injury liability and property damage liability. This should include premises and operations; independent contractors; products and completed operations and contractual liability.
 - a) The required minimum limit is either \$1,000,000 or \$5,000,000 depending on total contract cost and length of contract. See below to determine minimum amount:
 - i) Requires \$1,000,000 GL
 - (1) Minor contracts not to exceed \$25,000 or 30 calendar days and has no high hazards
 - (2) Service Contracts not to exceed \$500,000 or 180 calendar days
 - (3) Other contracts including sponsors of special events, professional services, long term lease/use agreements, and commercial or for profit short term use/rental agreements with average exposure
 - ii) Requires \$5,000,000 GL
 - (1) Major Contracts that exceed \$500,000 or 180 days
 - (2) Other contracts including sponsors of special events, professional services, long term lease/use agreements, and commercial or for profit short term use/rental agreements with above average exposure
 - 3) Special Requirements for all Comprehensive General Liability Coverage:
 - a) Raleigh Housing Authority (RHA) is to be included as an additional insured on the policy.* *(Inability to obtain additional insured should not be preclude acceptance of contractor.)
 - b) A current, valid insurance policy meeting the requirements shall be maintained during the duration of the contract. Renewal certificates should be sent to RHA 30 days prior to expiration date. There shall be a 30 day notification to RHA in the event of cancellation or modification of any stipulated insurance coverage. Wording on the certification stating no liability shall be imposed on the company for failure to provide such notice **is not** acceptable.
 - c) It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.
- e. The Contractor agrees to protect, defend, indemnify, and hold RHA and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or disabilities of every kind and character arising out of this Contract and/or the performance hereof. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at his or her sole expense and agrees to bear all other expenses related to, even if it (claims, etc.) is groundless or fraudulent.
- f. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with this law, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or genetic information. The Contractor will take affirmative action to ensure that they employ applicants, and that they treat employees during employment, without regard to their race, color, religion, sex, national origin, age, or genetic information. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth by the provisions of this Equal Opportunity clause.
- g. No member, officer, or employee of RHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which RHA was active, no other public officials of such localities, who exercises any functions or responsibilities with respect to the project, or for one year afterwards, will have any interest, direct or indirect, in this Contract or the proceeds of it.
- h. All contracts must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3). All contractors and subcontractors for construction or repair are prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to HUD or other appropriate Federal agency.
- i. All contracts in excess of \$2,000 for work related to routine and non-routine maintenance in the operation of RHA shall adhere to the current prevailing wage rates. The Contractor shall provide payrolls for all employees and subcontractors with each payment request. HUD Form HUD- 5370-C (1/2014) is incorporated herein by reference and made a part hereof. HUD-5370-C is available on-line at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf> or in hard copy on request from the RHA Contract Monitor.
- j. All prime construction contracts in excess of \$2,000 for construction, alteration, or repair must comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-48) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. All suspected or reported wage violations will be reported to HUD and/or the Department of Labor. The Contractor shall provide certified payrolls for all employees and subcontractors with each payment request. HUD Form HUD- 5370-EZ (1/2014) is incorporated herein by reference and made a part hereof. HUD Form 5370-EZ is available on-line at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf> or in hard copy on request from the RHA Contract Monitor.

k. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

l. All contracts more than \$150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency or the regional office of the Environmental Protection Agency.

m. This contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding recoverables. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

n. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work that might be categorized as an invention under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

o. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

p. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

q. HUD and the Comptroller General of the United States shall have access to any books, documents, papers, and other records that are pertinent to this specific contract for the purpose of making audit, examinations, excerpts, and transcriptions.

r. Contractor vehicles shall only be parked in designated parking spaces. Contractors or agents thereof, shall not park or traverse vehicles or equipment on grounds without written approval from RHA. Damage to grounds resulting from vehicles or equipment shall be restored to like new condition at the expense of the Contractor.

s. This instrument, with its attachments, form the Contract. In the event that any provision in any component part of this Contract conflicts with any other component part, the provisions of Article 1 will govern, except as otherwise specifically stated.

t. IRAN DIVESTMENT ACT CERTIFICATION Contractor certifies that, as of the date listed below, it is not listed on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

u. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

v. All weapons and firearms (including those allowed with a concealed carry permit) are prohibited from RHA properties.

w. Effective May 1, 2018, smoking is prohibited inside or within a 25 foot perimeter of any property owned, leased, or otherwise controlled or operated by RHA or where combustible fumes can collect, such as in garage and storage areas, areas where chemicals are used, and all other designated areas where an occupational safety or health hazard might exist.

ARTICLE 2. Statement of Work. The Contractor will furnish all labor, materials, equipment, services, and perform to complete all work required in strict accordance with the specifications listed below or attached which are incorporated herein by reference and made a part hereof.

ARTICLE 3. Statement of Warranty/Guarantee. The Contractor will furnish all warranties and guarantees to the Contract Monitor upon completion of stated specifications.

ARTICLE 4. Cancellation. RHA may terminate this Contract at any time by reason of unsatisfactory performances or other default of the Contractor without prior written notice. Either party may terminate the Contract by giving thirty (30) days prior written notice. Such notices by the Contractor should in no way be construed as taking away the right of RHA to terminate for unsatisfactory performance.

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC

900 Haynes Street, Raleigh, NC 27604

CONTRACT

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and __ by and between _____ a corporation organized and existing under the law of the State of __ a partnership consisting of _____ or individual trading as _____ hereinafter called the "Contractor", and the Housing Authority of the City of Raleigh, NC, hereinafter called the "RHA",

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three original counterparts as of the day and year first above written.

ARTICLE 5. The Contract Price. RHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ and 00/100 Dollars (\$ _____).

WITNESSETH, that the Contractor and RHA for the consideration stated herein mutually agree as follows:

Item No.	Project	SPECIFICATIONS/STATEMENT OF WORK	Cost Per Item
TOTAL			\$

Contract Work Completion Date: _____

Work Code: _____

This Contract is not valid without a contract number affixed.

CONTRACTOR:

By: _____

Date: _____

Title: _____

Tax I.D. #: _____

Business Address: _____

Attest: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC:

By: _____

Date: _____

Title: _____

Attest: _____

_____/_____
Executive Director (If \$5,000 or more) **Date**

Acct #: _____

Contract Monitor: _____

Contract Number: _____

Phone: _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC CONTRACT

ARTICLE 6. Section 3 Requirements 24 CFR PART 75.

Part 75.9

(a) *Employment and training.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a) (1) of this section in the following order of priority:

- (i) To residents of the public housing projects for which the public housing financial assistance is expended;
- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in YouthBuild programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Part 75.15 Reporting.

(a) *Reporting of labor hours.* (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Number of employees for this contract _____ (complete Section 3 worker certification)

Estimated hours to complete this project _____: **OR**

Hours worked will be submitted on the invoice _____

CONTRACTOR'S SIGNATURE _____ Date _____

Preferred return method of the executed contract: ___ Mail ___ Email