



CHEBOYGAN HOUSING COMMISSION

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REQUEST FOR PROPOSAL

Section 8 Project Based Vouchers

RFP Housing Authority Contact:

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TABLE OF CONTENTS

Contents

I.	INVITATION	5
II.	HOUSING AUTHORITY BACKGROUND & INFORMATION	6
A.	Mission	6
B.	Housing Authority Background	6
III.	PROJECT SCOPE & REQUIREMENTS	7
A.	Overview.....	7
B.	Statement of Work.....	8
C.	Definitions	9
D.	Funding Overview	9
E.	Available Units.....	9
1.	Number of Units Available	9
2.	Unit Limits per Project.....	10
F.	Contract Assistance and Term.....	10
G.	Section 8 PBV Occupancy/Vacancy	11
H.	PHA Occupancy Standards	12
I.	Rent Limits	13
J.	Site Selection & Inspection	14
K.	Disclosures & Reservation of Rights	14
L.	Housing Authority’s Role	15
M.	Developer Responsibilities & Disclosures.....	16
IV.	SUBMISSION REQUIREMENTS & PROCESSING	18
A.	Summary of Submission Requirements	18
B.	Description of Requirements	18
C.	Previously Selected Proposals	20
D.	Evaluation of Criteria	20
1.	Quality of Project	20
2.	Experience of Staff	21
V.	SCHEDULE & REQUIRED INFORMATION	22
A.	Selection Process & Schedule	22
B.	Pre-Submission Conference	22
C.	Selection Committee & Notice of Selection	23

1.	Notice of Selection.....	23
2.	Post Award Costs & Conditions.....	23
D.	Interpretation	24
E.	PHA Options & Reservation of Rights.....	24
1.	Meetings	24
2.	Procurement Practices.....	24
3.	Amendments & Canceling the RFP.....	24
4.	Protests.....	25
F.	Contract Form & Issues	26
1.	Agreement to Enter into Housing Assistance Payments Contract.....	26
2.	Compliance with 24 CFR 85.36(i) Contract Provisions	26
G.	Rules, Regulations & Licensing Requirements.....	27
1.	Basic requirements.....	27
2.	Ineligible Housing Types (24 CFR 983.53).....	27
3.	Ineligible Subsidized Housing (24 CFR 983.54)	28
4.	Developer Disclosures & Responsibilities	29
5.	Conduct of Development Work	29
6.	Bonding	30
H.	M/WBE Utilization/Resident Employment.....	30
I.	Equal Employment Opportunity.....	30
J.	Personnel	31
K.	Contact with PHA Staff, Board & Residents	31
L.	Incurred Costs in Preparing Proposals.....	31
M.	Additional Information & Local Policies.....	31
1.	Additional PBV Information	31
2.	Additional Information on Federal Requirements	32
3.	Local Policies	33
VI.	ATTACHMENTS & REFERENCES	34
A.	Score Sheet.....	34
B.	Fee Proposal.....	34
C.	Certifications/Assurances Forms	34
D.	Glossary of Terms	34
E.	Roles & Responsibilities Checklist.....	34
F.	Agreement to Enter into Housing Assistance Payment Contract	34

G. Mixed Finance Interim Rule and HOPE VI Grant Agreement..... 34
H. HOPE VI Grant Agreement..... 35

I. INVITATION

Cheboygan Housing Commission concurrently seeks responses for two affordable housing improvement activities.

Request for Proposals 2020-01 Section 8 Project Based Vouchers

The Cheboygan Housing Commission seeks proposals from qualified partners to enter into section 8 project-based vouchers predevelopment or rehabilitation agreement for housing assistance payments.

Request for Qualifications 2020-02 Public Housing Repositioning & Redevelopment Partner

The Cheboygan Housing Commission seeks qualifications from eligible and qualified partners to redevelop and reposition its public housing program.

Both documents are available on the [City of Cheboygan website](#) or by request.

Interested parties may respond to the Cheboygan Housing Commission, Executive Director/Contracting Officer at catherine.schulz@cheboyganhousing.org. Cheboygan Housing Commission is an Equal Employment Opportunity and encourages Section 3, Small, Minority, Women-owned and Veteran-owned businesses to submit proposal. Respondents must comply with all aspects of [24 CFR](#), Fair Housing, Equal Employment Opportunity, and must be compliant with Federal Labor Wages and all aspects of federal, state and local law in its operation and administration.

Eligible and interested respondents will be required to submit original proposal plus three (3) copies of response to request(s) including all items listed in the RFP/RFQ package to: **Cheboygan Housing Commission, Attn: Catherine Schulz, Director, PO Box 5069 Cheboygan, MI 49721** along with an electronic/digital copy of the same materials no later than **4:00pm (EST) on JULY 20, 2020**.

II. HOUSING AUTHORITY BACKGROUND & INFORMATION

A. Mission

The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote social determinants of health and support personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

B. Housing Authority Background

The City of Cheboygan in Cooperation Agreement with the US Department of Housing and Urban Development (HUD) established the Public Housing Authority (PHA) in 1962. Initially, the PHA developed three (3) scattered site properties comprising one (1) Asset Management Project (AMP) with thirty-eight (38) units of varying sizes (1-4 Bedrooms); with less than fifty (50) units, the PHA is considered to be a 'very small' PHA for the purpose of public housing repositioning training and guidance. The PHA also manages one hundred and twenty (120) Housing Choice Vouchers in its jurisdiction consisting of the City of Cheboygan and seven (7) surrounding townships. The housing authority is governed by a board of commissioners appointed by the city manager as described in [Title III, Chapter 32, parts 55-57](#) of Cheboygan city ordinance.

Voucher utilization rates have remained at an average of 80% for over three (3) years, justifying the need to enter into agreement for housing assistance payments (AHAP) with a developer, business or firm capable of providing rehabilitated or new construction units in compliance with all federal, state and local law. Through this request for commitment to partner with the Cheboygan Housing Commission to implement the U.S. Department of Housing and Urban Development (HUD) Project Based Voucher (PBV) program, the PHA aims to achieve its goal of expanding decent, safe and affordable housing options in its jurisdiction.

The PHA is seeking bids for predevelopment commitment to enter [into agreement for housing assistance payments](#) (AHAP) through Section 8 Project-Based Vouchers (PBV). Qualified developers experienced with U.S. Department of Housing and Urban Development (HUD) subsidized housing through section 8 are invited to bid in compliance with selection of owners described in [24 CFR 983.51](#). Respondents to this request must have experience in affordable housing programs and working with special populations including low-income individuals and families, the elderly and the disabled.

The PHA is concurrently requesting qualifications from interested and eligible firms or agencies to assist in redevelopment and repositioning of its public housing program.

III. PROJECT SCOPE & REQUIREMENTS

A. Overview

Cheboygan Housing Commission makes available up to 24 (20% of HCV) Section 8 Project-Based Vouchers (PBVs) through this Request for Proposals.

Proposals are being accepted and reviewed based on evaluation criteria described in this request with an emphasis on affordable housing program experience and respondent's commitment to serving special populations. Proposals from eligible developers will then be compared for selection based on additional criteria. Respondents must comply with all aspects of [24 CFR](#), Fair Housing, Equal Employment Opportunity, must be compliant with Federal Labor Wages in construction contracts, and must adhere to all aspects of federal, state and local law as it relates to operations and program administration.

Competitive proposals from eligible, qualified, licensed and insured businesses and/or affordable housing development firms for agreement to enter into housing assistance payment (AHAP) contract for eligible units must be submitted in compliance with HUD procurement requirements as described in [24 CFR 85](#). A housing unit will be considered eligible for participation in the PBV Program if it matches one of the following descriptions:

A substantially rehabilitated unit where property has been improved to decent, safe and sanitary condition in accordance with the standards of this part from a condition below these standards. [Substantial Rehabilitation](#) may vary in degree from gutting and extensive reconstruction to the cure of substantial accumulation of deferred maintenance. Cosmetic improvements alone do not qualify as [Substantial Rehabilitation](#) under this definition.

A new construction unit in an affordable rental housing project where construction has not started at the time of Cheboygan Housing Commission selection under this RFP.

Other eligibility requirements apply to the owner and the project. Eligibility and project requirements are listed in section IV of this document. The Cheboygan Housing Commission PBV Program will not cover any expenses outside of the PBV payments made to the project owner. All financing, project costs, and operating expenses will be the responsibility of the owner.

Through the competitive bid process the Cheboygan Housing Commission may enter in to discussion with offerors concerning offers submitted, negotiation of affordable pricing of units or estimated cost and other contract terms and conditions, revision of proposals

before the final proposal selection, and the withdrawal of a proposal at any time up until the point of award. Submitters may not initiate discussion or contact representatives of the PHA or its residents during the review and selection process.

Award will be made on the basis of which proposal represents values consistent with those of the PHA and the community, considering affordability of rent and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc. set forth in the evaluation section of this request.

The primary purpose of the project based voucher (PBV) Program is to assist in the development of designated rental units that are decent, safe and sanitary and targeted to households earning no more than 60% of Area Median Income (AMI). The primary goal of this RFP, as stated above, is to incentivize development of rehabilitated or new, and newly-affordable permanent affordable housing, with a high priority on the creation of permanent affordable apartments for extremely-low income (less than 20% AMI), very-low income (less than 40% AMI) and low income households (less than 60% AMI), including those experiencing homelessness and those with other special needs as described in the PHA background information.

Competitive proposal method of procurement has been selected due to various important aspects and possible approaches to PBV agreement to enter into housing assistance payments contract (AHAP). This RFP and the process through which the request is issued is consistent with the Cheboygan Housing Commission's PHA Five-Year Plan and Annual Plan goals and objectives, and has been developed in compliance with PBV program rules as described in [24 CFR 983](#) and local policy found in Chapter 17 of the PHA's Administrative Plan (Administrative Plan is available upon request).

Under the PBV Program, once an owner is selected through the predevelopment proposal process, and all development activities have been completed in compliance with PBV regulations, and all other federal, state and local laws, Cheboygan Housing Commission enters into a Housing Assistance Payments (HAP) Contract with the owner for specified rental units, for a specified term (up to twenty years) subject to funding availability. Assistance or subsidy is provided while eligible households occupy the PBV units and the units meet other program standards including [Housing Quality Standards](#). To fill vacant Section 8 PBV units, the PHA refers households from a project-specific waiting list to the project owner.

B. Statement of Work

PHA goals for selection of a predevelopment partner for the PBV Program include:

1. Expansion of quality housing within the PHA's jurisdiction through construction of new housing units.
2. Enhanced access to economic opportunities available in the City of Cheboygan, an Opportunity Zone.

3. Create more affordable housing within walking distance of services, amenities, and transit.
4. Provide additional affordable units targeted to households at or below 60% of Area Median Income (AMI).
5. Direct a portion of the Section 8 Voucher subsidy for project-basing to prevent recapture of HCV funding.
6. Build system capacity of affordable housing providers and supportive services providers.

C. Definitions

Please refer to documents provided as attachments to the RFP for a glossary of definitions, terms and acronyms commonly used in rental assistance programs. Definitions for the Section 8 program can also be found in [24 CFR Subpart D](#).

D. Funding Overview

All Section 8 programs are funded through federal appropriations. Funds for project based vouchers (PBVs) are not appropriated or allocated separately, but rather are paid through the PHA's Annual Contribution Contract (ACC) for the Section 8 housing choice voucher (HCV) program. As described in previous sections, the PHA is permitted through HUD regulation to apply a limited portion of its voucher allocation to PBV as dictated by PHA interest and/or community need. Funds allocated for and received by the PHA, including those connected to this request, are entirely contingent on HUD funding and designation of funds.

Through the Section 8 PBV Program, rental subsidies are paid on behalf of families that the housing authority determines to be eligible and who reside in units that are contracted under the PBV program. Developers and/or housing providers stand to benefit from assurance of approved contract rent, provided it is determined reasonable, at the property over a period of years through the Housing Assistance Payment contract.

Upon execution of the agreement to enter into housing assistance payment contract (AHAP), the PHA will set aside vouchers for PBV and submit necessary applications to HUD to ensure PBV funding.

E. Available Units

1. Number of Units Available

Cheboygan Housing Commission makes available up to **24** PBV units for new construction projects through the Section 8 program.

2. Unit Limits per Project

Minimum: Proposals will only be reviewed if requesting a minimum of **8** Project Based Vouchers per development.

Maximum (CHC Admin Plan 17.II.F.; 24 CFR 983.56, FR Notice 1/18/17 and Notice PIH 2017-21): In general the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project. Exceptions may apply if the units are exclusively for elderly families or if the units are for households eligible for supportive services available to all families receiving PBV assistance in the project.

F. Contract Assistance and Term

1. Agreement to Housing Assistance Payment (AHAP)

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (AHAP/Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if construction has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

2. Housing Quality Standards in PBV Units

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

3. Housing Assistance Payment Contract

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with Housing Quality Standards (HQS), unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the PHA selects the

owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the PHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)]. Additional regulations apply to PHA-owned units.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

G. Section 8 PBV Occupancy/Vacancy

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

H. PHA Occupancy Standards

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size.
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses, and children under age 6) will be allocated separate bedrooms.
- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide’s family.
- Single person families will be allocated one bedroom.
- The PHA will treat a single pregnant woman as a two-person family.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	4-8
5 Bedrooms	6-10

I. Rent Limits

The FY 2020 Cheboygan County, MI FMRs for All Bedroom Sizes

FINAL FY 2020 & FINAL FY 2019 FMRs BY UNIT BEDROOMS					
Year	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
FY 2020 FMR	\$495	\$548	\$713	\$933	\$966
FY 2019 FMR	\$489	\$545	\$700	\$921	\$946

J. Site Selection & Inspection

As stated in the CHC Administrative Plan 17-II.G. SITE SELECTION STANDARDS: Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]:

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at [24 CFR 982.401\(l\)](#).

K. Disclosures & Reservation of Rights

1. Disclosures

The Cheboygan Housing Commission complies with all state, federal and local laws including the Open Meetings Act and Freedom of Information Act. Any qualifications, proposals or other attachment and documentation submitted to the PHA in response to this request is subject to disclosure under these provisions.

2. Reservation of Rights

Cheboygan Housing Commission (the PHA) reserves the right to reject any and all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time if deemed by the PHA to be in its best interest.

The PHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

The PHA reserves the right to determine the work schedule and locations that the successful proposer shall provide the services described in the RFP (if applicable).

The PHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals.

The PHA reserves the right to negotiate the fees proposed by the proposer entity as described in this RFP.

The PHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including, but not necessarily limited to, incomplete proposals and/or proposals offering alternative or non-requested services.

The PHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

The PHA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

L. Housing Authority's Role

Note that this list is not intended to be all inclusive. The housing authority will participate in all redevelopment and/or construction activities as requested to the extent it is able and determines to be appropriate.

The Cheboygan Housing Commission will:

- Engage qualified developers and/or housing providers to implement project based voucher (PBV) program.
- Uphold the PHA's Mission, state and local law, applicable HUD Guidance and all related aspects of 24 CFR.
- Communicate with the HUD Regional Field Office.
- Participate, at the request of the developer/housing provider, in project design and decision making as it relates to resident and community impact.
- Participate, at the request of the developer/housing provider, in project design and decision making as it relates to feasibility of physical design considering climate, neighborhood, 504 compliance, functionality of units and properties, and other factors.
- Participate, at the request of the developer/housing provider, in project design and decision making as it relates to management of new development, supportive services and supports available to community members/general public.
- Communicate with the City of Cheboygan, Cheboygan County and Northeast Michigan Council of Governments (NEMCOG) as needed at the request of the developer/housing provider.
- At the request of the developer/housing provider, assist with ongoing communication with tenants, members of the community, local boards and other leadership.

- Contribute data and relevant information, at the request of the selected developer/housing provider, in application process for additional grants or financing including but not limited to Low Income Housing Tax Credits.
- Provide, at the request of the developer/housing provider, data, historic and other information to assist in application for funding to support rehabilitation/new development project as needed.
- Provide, at the request of the developer/housing provider, current and historic operating costs to assist in development of operating budget for new development(s).
- Provide, at the request of the developer/housing provider, resources to support compliance with Davis-Bacon, Section 3 and other federally required labor-related policies and practices as applicable.
- At the request of the developer/housing provider, assist with design, 504 compliance, construction plans and procedures and quality control of new development as needed.
- At the request of the developer/housing provider, help to coordinate existing community and supportive services and determine needs for enhancement of local services and networks.
- At the request of the developer/housing provider, help to market housing and services to housing authority clients, the community and partner agencies in the region.
- Allocate PBV's according to terms of accepted proposal.
- Development and Waiting List for PBV units at new development.
- Assist with Leasing units.

M. Developer Responsibilities & Disclosures

Developers are required to comply with all Federal regulations, local policies established as regulatory measures within the PHA's jurisdiction and Federal requirements including but not limited to those referenced in this document.

Developers are encouraged to disclose any of the following events and actions taken to satisfy incidents of funding and/or program non-compliance. Failure to disclose any of the following may result in determination that the applicant/project is ineligible. Expected disclosures include:

1. Removal or withdrawal under threat of removal as a general partner in an affordable housing project.
2. Failure to comply with prevailing wage/Davis-Bacon wage requirements, including non-reporting.
3. Failure to correct overcharging of rent more than 3 months after public agency's issuance of notice of noncompliance.

4. Use of operating or replacement reserve funds for publicly-subsidized projects in a manner contrary to program requirements, or failure to deposit or maintain reserve funds as required by the public agency.
5. Failure to provide promised supportive services to a special needs population or tenants of a publicly-funded project.
6. Failure to seek required public funder approvals for actions under loan documents, such as approval of transfers.
7. Other significant violations of the requirements of public agency programs such as: the failure to adequately maintain the books and records thereof; failure to adequately maintain an affordable housing property; failure to ensure income eligibility compliance; etc.
8. Notice of noncompliance issued by the public funder for other reasons.

Additionally, the following conduct of development work is required:

1. Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates. The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

2. Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

3. Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

IV. SUBMISSION REQUIREMENTS & PROCESSING

A. Summary of Submission Requirements

Eligible and interested housing developers please submit Executive Summary, Project(s) Summary, Qualifications, References, Required Forms and additional information to the Cheboygan Housing Commission. Proposals will be evaluated based on the Evaluation Factors in this RFP and assessed using the Score Sheet included as an attachment. Cheboygan Housing Commission (the PHA) has not established a minimum score.

Please provide one (1) original proposal, plus three (3) copies and an electronic version of the proposal. Proposals are accepted in person at the Cheboygan Housing Commission management office.

Proposals may be faxed to: 231.627.5772

Proposals may be Emailed to: Catherine.schulz@cheboyganhousing.org

Proposals may be mailed to RFP Housing Authority Contact:
Catherine Schulz
Executive Director / Contracting Officer
659 Cuyler Street | PO Box 5069
Cheboygan, MI 49721

B. Description of Requirements

1. Executive Summary

Please submit a cover letter summarizing your firm or agency's qualifications and experience in development or redevelopment of housing projects. Experience with supportive services and housing-based case management should be noted in the summary. Include all experience with pervasive and extreme poverty in rural communities.

Executive Summary should specifically state that the scope of services has been reviewed and state which aspects of scope the submitter is interested, eligible, and qualified to achieve through partnership with the PHA. A timeline is also appreciated to the extent possible for rehabilitation of units or construction of new units.

2. Approach Section

For each scope item identified in Section III. of this request, identify the approach. In summary scope items include:

- a. Expansion of quality housing within City of Cheboygan/the PHA's jurisdiction through rehabilitation or existing units or construction of new housing units.
- b. Enhanced access to economic opportunities available in the City of Cheboygan, an Opportunity Zone.
- c. Create more affordable housing within walking distance of services, amenities, and transit.
- d. Provide additional affordable units targeted to households at or below 60% of Area Median Income.
- e. Direct a portion of the Section 8 Voucher subsidy for project-basing to prevent recapture of funding allocation.
- f. Build system capacity of affordable housing providers and supportive services providers.

3. Project Summary

The project summary should contain stated confirmation that the entity submitting proposal has reviewed all aspects of this request and intends to comply. Additionally, the summary should include stated acceptance of the PHA's reservation of rights as well as the proposer's role and responsibilities.

The project summary will address all items required to inform the Agreement to Enter into Housing Assistance Payment Contract including but not limited to:

- a. The number of units to be subsidized through PBV, the number of units must be compliant with the minimum/maximum stated in this RFP.
- b. Proposed contract term must be compliant with terms stated in this RFP, the PHA's Admin Plan and HUD Guidance based on 24 CFR.
- c. Commitment to substantial compliance with HQS.
- d. Stated acceptance of procedures to report occupancy/vacancy of contracted units.
- e. Acceptance of PHA Occupancy Standards as stated in this RFP and the PHA's Admin Plan.
- f. Acceptance of Rent Limits which are subject to change annually based on Fair Market Rent (FMR).
- g. Stated intent to comply with Site Selection and Environmental Review requirements.

4. Project Staffing

Provide organizational chart for developer and/or or housing provider submitting proposal. For all principal staff that will be assigned to this project, please provide names, roles, experience, time commitment to the rehabilitation or construction of units to include those eligible for project based voucher assistance through the Cheboygan Housing Commission. Curriculum vitae or resume for each assigned staff person is appreciated.

To ensure timely completion and highest quality outcomes the PHA hopes to achieve through repositioning and redevelopment, any changes to staffing assigned to this project must be reported to the PHA within thirty (30) calendar days of the effective date of change. The submitter will be responsible for providing the information stated here for any replacement or additional staff assigned to this project.

5. Qualifications

Provide project summaries for relevant past experience with affordable housing and supportive housing developments. Qualifications may be organized by firm or type of experience. Please provide a contact at each project listed in addition to references.

6. Fees and Financial Information

If the proposal includes fees to the PHA for units to be project based, such as vacancy payment, please include a fee schedule. The PHA accepts no responsibility for fees related to real estate transactions, predevelopment or construction costs.

7. References

In addition to references from past projects, please provide at least three (3) additional references that can attest to your firm or agency's ability to rehabilitate or construct new affordable housing projects for commensurate public good, implement supportive housing services and community services programs, and/or familiarity with rural housing and community development.

C. Previously Selected Proposals

PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits, on an ongoing basis.

D. Evaluation of Criteria

1. Quality of Project

Quality will be determined by the extent to which the project furthers the PHA goal of deconcentrating poverty and expanding affordable housing and economic opportunities.

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property will also be considered.

Extent to which units are occupied by families that are eligible to participate in the PBV program, as a percentage of total units in the project, will be considered.

Aspects of the project including site selection and sustainable design features will be assessed as factors contributing to quality.

To achieve all points for quality, all scope items must be addressed in the approach, and all aspects of AHAP must be included in project summary.

2. Experience of Staff

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program; and

Owner experience and capability to rehabilitate or build housing as identified in the RFP. Summarize experience of principal and staff education, qualifications and experience working with small housing authorities including successful practices in place to control cost and mitigate risk to the PHA. Commitment of staff dedicated to project throughout term of contract must be indicated here.

3. Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types

Businesses certifying compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law will be awarded points. Additional points will be given to special business types. Fees associated with partnership will also be assessed in this section.

V. SCHEDULE & REQUIRED INFORMATION

A. Selection Process & Schedule

Full and open competition will be achieved through advertising in newspapers or other print mediums of local or general circulations, advertising in various trade journals or publications. E-Procurement services will not be utilized. Solicitation will include statement directed to special-business types to encourage participation in submission of proposals.

Request for Proposals Issued	May 22, 2020
Pre-Proposal Conference	June 22, 2020
Due Date to Submit Qualifications	July 20, 2020
Interview Potential Partners	July 22-July 29, 2020
Redevelopment Partner Selection	July 31, 2020
Negotiation of Agreement (Draft)	August 3-August 7, 2020
Board Approval of Partnership Agreement	August 19, 2020

B. Pre-Submission Conference

A pre-proposal conference will be held to review the content of the RFP and to address any questions not resolved through the information in the RFP. Minutes or other documentation of the conference will be made available to all developers/housing providers. This will be the only opportunity to verbally request clarification or ask questions of the PHA.

Call in information:

PBV PRESUBMISSION CONFERENCE
Mon, Jun 22, 2020 10:00 AM - 11:30 AM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/263039765>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (312) 757-3121
- One-touch: tel:+13127573121,,263039765# <tel:+13127573121,,263039765>

Access Code: 263-039-765

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/263039765>

C. Selection Committee & Notice of Selection

As a very small PHA, the Executive Director is the primary staff person responsible for all aspects of operations including contract procurement and selection of proposals, with participation and contributions from the Board of Commissioners.

1. Notice of Selection

Within 10 business days of making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals, as stated in the Administrative Plan. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on the City of Cheboygan website.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make physical documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

2. Post Award Costs & Conditions

All costs related to post-award activities required ahead of commencement of construction are the responsibility of the developer. Costs related to predevelopment activities after notification of award has been issued include but are not limited to:

- Processing and approval of Proposal
- Subsidy Layering Review
- Environmental Review
- Appraisal
- Davis Bacon monitoring

The PHA will be responsible for submitting AHAP to the Detroit Regional Field Office for review and approval of PBV funding.

D. Interpretation

Questions about how to interpret the RFP may arise. Please submit all questions to the PHA in writing by emailing the Executive Director/Contracting Officer at:

Catherine.schulz@cheboyganhousing.org

The question and written response will become an addendum to the RFQ. The PHA will not respond to verbal requests for clarification after the pre-submission conference.

E. PHA Options & Reservation of Rights

The PHA reserves the right to cancel the RFP, reject any or all proposals, and to waive minor informalities for proposers if it is deemed in the public interest to do so.

Please review reservation of rights stated in Section III of this RFP.

Additionally, the PHA will:

- Adhere to all federal, state and local regulations and adapt policies as needed and in compliance with applicable posting, review periods and approval of changes.
- Provide federal program information including awards received and expended and relevant details such as awarding agency, award number and year, CFDA title and number.
- Maintain effective internal control systems, constantly working to maximize efficient use of allocated funds.

1. Meetings

If appropriate, the housing authority may request representatives of successful bid to be present at or participate in board of commissioner and/or community meetings.

2. Procurement Practices

All aspects of Cheboygan Housing Commission Procurement practices are governed by the HUD Procurement Handbook and local procurement policies which apply state and municipal law to housing authority procedures; HUD procurement guidance is determined by 2 CFR Part 200 and 24 CFR part 85.

3. Amendments & Canceling the RFP

Cheboygan Housing Commission may amend or cancel the RFP when necessary or when otherwise considered to be in the best interest of the PHA.

Amendments Before the Proposal Due Date.

If changes to the RFP are needed after it has been issued but before proposals are due, the Contracting Officer will issue a written amendment to all potential offerors who were

furnished a copy of the original solicitation. The amendment will then be provided with the original RFP to those who request the RFP after the amendment is made.

Amendments After the Proposal Due Date.

If changes to the RFP are needed after the due date for receipt of proposals, the Contracting Officer will provide a written amendment to all offerors who submitted a proposal. If, however, the changes are significant enough that potential offerors who did not submit offers might have if the changes had been made before the proposal due date, the PHA will consider extending the proposal due date.

Amendments After Determination of the Competitive Range.

If the need for changes is discovered after the Contracting Officer has determined the competitive range, the Contracting Officer should provide the amendment to all offerors determined to be within the competitive range. If the changes may have had an impact on the acceptability of any offeror who was not included in the competitive range, the Contracting Officer should consider re-determining the range to include such offerors and provide them with the amendment.

Changes Requiring Cancellation of the RFP.

If at any time in the process any needed changes are substantial enough to constitute an essentially new requirement, the Contracting Officer should cancel the RFP, make the needed changes, and issue a new RFP with a new proposal due date. This will be a judgment call on the part of the Contracting Officer.

Canceling an RFP.

Cancellations must be done in accordance with the PHA's written procurement policy and procedures.

Documenting Amendments and Cancellations. The Contracting Officer shall document the procurement file providing the rationale and supporting facts for amendments and cancellations, where necessary.

4. Protests

Protests or complaints in relation to all aspects of this request for proposal may be directed to:

Cheboygan Housing Commission
Catherine Schulz, Executive Director / Contracting Officer
659 Cuyler Street | PO Box 5069
Cheboygan, MI 49721
Phone: 231.627.7189
Email: Catherine.schulz@cheboyganhousing.org

F. Contract Form & Issues

1. Agreement to Enter into Housing Assistance Payments Contract

The Contract Form resulting from this RFP is the HUD Agreement to Enter into Housing Assistance Payments (AHAP). HUD forms for AHAP and HAP contracts, and related documents are linked in the 'attachments' section of the RFP.

2. Compliance with 24 CFR 85.36(i) Contract Provisions

Selected proposer will be required to submit a compliance strategy demonstrating understanding of construction, labor and Fair Housing and Equal Opportunity requirements.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold).

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

(4) Compliance with the Copeland "Anti-Kickback" Act (18. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

G. Rules, Regulations & Licensing Requirements

1. Basic requirements

Submission of proposal must include:

- Response to request must include a statement documenting no real or apparent conflicts of interest of personal and/or organizational nature would be involved.
- Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Only submissions with mandatory forms listed in Attachments will be considered.
- Submitter must provide verification that license, and registration are current and will be maintained throughout duration of agreement.
- Submitter must provide verification of liability, property, automobile and workers compensation insurance.
- Complete W-9 and (optional) federal wage reporting.

2. Ineligible Housing Types (24 CFR 983.53)

Cheboygan Housing Commission **may not** attach or pay Project Based Voucher assistance to:

- Shared housing units
- Units on the grounds of a penal reformatory
- Medical, mental, or similar public or private institution
- Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities)
- Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students
- Manufactured homes
- Transitional housing

In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a housing assistance payment (AHAP) contract or housing assistance payment (HAP) contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

3. Ineligible Subsidized Housing (24 CFR 983.54)

Cheboygan Housing Commission **may not** attach or pay Project Based Voucher assistance to units in any of the following types of subsidized housing:

- A public housing unit
- A unit subsidized with any other form of Section 8 assistance
- A unit subsidized with any governmental rent subsidy
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments)
- A Section 202 project for non-elderly with disabilities
- Section 811 project-based supportive housing for persons with disabilities
- Section 202 supportive housing for the elderly
- A Section 101 rent supplement project
- A unit subsidized with any form of tenant-based rental assistance
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements

4. Developer Disclosures & Responsibilities

Developers are required to comply with all Federal regulations, local policies established as regulatory measures within the PHA's jurisdiction and Federal requirements including but not limited to those referenced in this RFP.

Developers are encouraged to disclose any of the following events and actions taken to satisfy incidents of funding and/or program non-compliance. Failure to disclose any of the following may result in determination that the applicant/project is ineligible. Expected disclosures include:

- Removal or withdrawal under threat of removal as a general partner in an affordable housing project.
- Failure to comply with prevailing wage/Davis-Bacon wage requirements, including non-reporting.
- Failure to correct overcharging of rent more than 3 months after public agency's issuance of notice of noncompliance.
- Use of operating or replacement reserve funds for publicly-subsidized projects in a manner contrary to program requirements, or failure to deposit or maintain reserve funds as required by the public agency.
- Failure to provide promised supportive services to a special needs population or tenants of a publicly-funded project.
- Failure to seek required public funder approvals for actions under loan documents, such as approval of transfers.
- Other significant violations of the requirements of public agency programs such as: the failure to adequately maintain the books and records thereof; failure to adequately maintain an affordable housing property; failure to ensure income eligibility compliance; etc.
- Notice of noncompliance issued by the public funder for other reasons.

5. Conduct of Development Work

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

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

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

6. Bonding

Bonding is not required for professional services or partnership agreement but guarantees on services or contingency plans will be accepted and considered for use in the event of the partner/contracted agency becoming unable to complete the terms of an accepted proposal.

H. M/WBE Utilization/Resident Employment

As stated in the invitation, the PHA is committed to promoting the work of Minority, Women-owned Business Enterprise, and Section 3 qualified firms/agencies. Businesses with these designations are encouraged to submit a response to this request.

Section 3 residents are public housing residents or low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located. Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

I. Equal Employment Opportunity

Cheboygan Housing Commission is an Equal Employment Opportunity enterprise. Competitive solicitation is promoted with no discrimination against members of a protected class i.e. on the basis of race, color, religion, creed, national origin, sex, disability, age or sexual orientation.

Businesses certified as Minority-Owned Business or Minority Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE) Small Business, Small Business Administration 8(a) Program, Disabled Business Enterprise (DSBE), Veteran-Owned Business Enterprise (VET), Service-Disabled Veteran-Owned, HUB Zone Businesses or businesses with other state or local certification are encouraged to submit proposals.

Other eligibility requirements apply to the owner and the project and are listed in this document. The Cheboygan Housing Commission PBV Program does not cover any

expenses outside of the PBV payments made to the project owner. All financing, project costs, and operating expenses will be the responsibility of the owner.

Through the competitive proposal process the Cheboygan Housing Commission may enter in to discussion with offerors concerning offers submitted, negotiation of affordable pricing of units or estimated cost and other contract terms and conditions, revision of proposals before the final proposal selection, and the withdrawal of a proposal at any time up until the point of award.

Award will be made on the basis of which proposal represents values consistent with those of the PHA and the community, considering affordability of rent and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc. set forth in this RFP.

J. Personnel

Consultants and/or partners procured through this RFP and/or subsequent agreements and contracts will not be considered PHA personnel. The PHA assumes proposal of certain personnel to be a statement of their availability to the work.

K. Contact with PHA Staff, Board & Residents

Contact with PHA staff, board members and residents is prohibited during the selection process.

L. Incurred Costs in Preparing Proposals

The PHA accepts no financial burden of costs associated with the review and submission of qualifications. All expenses related to this request are to be paid by the submitter.

M. Additional Information & Local Policies

1. Additional PBV Information

The information related to the PBV program contained in this request is not intended to represent a complete depiction of the program or operations of the Cheboygan Housing Commission. Rather, this is a summary to introduce the program and provide references that will be helpful in development of a proposal.

Local policies related to the implementation and administration of project based vouchers in Cheboygan Housing Commission's jurisdiction can be found in Chapter 17 of the PHA's Administrative Plan which is available upon request. Except as otherwise noted in Chapter 17 of the Administrative Plan, or unless specifically prohibited by PBV

program regulations, the PHA policies for the tenant-based voucher program also apply to the PBV program and its participants.

Additional HUD regulations and guidance on the Project Based Voucher program can be found at:

- [PBV Regulations \(24 CFR Part 983\)](#). PBV regulations are not yet updated to conform with the HOTMA changes to the PBV program. For more information about the HOTMA changes, see PIH Notice 2017-21, which is listed below.
- [PIH Notice 2017-21](#) Implementation Guidance: Housing Opportunity Through Modernization Act of 2016 (HOTMA) — Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Provisions.
 - [Program Cap Calculation Worksheet](#) – the worksheet has recently been updated. If you already downloaded an earlier version, please re-download and use this latest version.
 - [Poverty Rate by Census Tract](#) – Use this tool to determine if an address falls into a tract that has an average poverty level of 20 percent or less to determine if a unit qualifies for the PBV percentage limit (program cap) 10 percent increase or the income-mixing requirement (project cap) 40 percent increase.
 - [PIH 2017-21 Webcast](#) and [Training Slides](#)
- [Subsidy Layering Reviews Administrative Guidance](#) (79 FR 57955; September 26, 2014)
- [Davis-Bacon Labor Requirements](#) (80 FR 12511; March 9, 2015)

Forms used in the administration of the program and related program information can be found at:

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/project

2. Additional Information on Federal Requirements

In addition to the Local Policies and Federal program requirements through HUD referenced in the previous section, the following requirements related to all aspects of the project based voucher program including but not limited to development and administrative practices:

- Environmental Review as described in [24 CFR 983.58](#) and all aspects of ‘protection and enhancement of environmental quality’ as described in [part 50](#).
- Debarred, suspended, or ineligible contractors and participants may not be involved in the development or operation of a project, nor may they occupy a subsidized unit as described in [CFR 5.105\(c\)](#) and [24 CFR part 24](#).

- Labor Standards including those applicable to ‘agreements to enter into housing assistance payment’ (AHAP) contract’ covering nine or more assisted units. Developers must comply with the [Davis Bacon Act](#), [Contract Work Hours and Safety Act](#) and all aspects of [24 CFR 983.154\(b\)](#) governing conduct of development work.
- Uniform Relocation Act as described in the [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#); applicable regulations can be found at 49 CFR part 24.
- Non-discrimination and Equal Opportunity ([24 CFR 5.105\(a\)](#)) including Fair Housing and Section 504 of the Rehabilitation Act.

3. Local Policies

In addition to forms required for HUD, the PHA requests that all submissions use the cover sheet provided as an attachment to the bid. Additionally, regardless of the nature of the submission or contracts that may result, the PHA asks that all submitters complete the confidentiality agreement, authorization to contact references and workers compensation certificate.

VI. ATTACHMENTS & REFERENCES

A. Score Sheet

The checklist and score sheet the PHA will use to assess complete submissions and determine successful proposal is provided to promote successful participation in the RFP process.

B. Fee Proposal

Please complete [HUD form 50156](#) 'Development Proposal Calculator'.

C. Certifications/Assurances Forms

1. Form HUD-5369-B, Instructions to Offerors – Non-Construction.
2. Form HUD-5369-C, Certifications and Representations of Offerors – Non-Construction Contract
3. Form HUD-5370-C, General Conditions for Non-Construction Contracts
4. Federal Wage Reporting required for construction contracts
5. Complete W-9
6. Cover Sheet
7. Confidentiality Agreement
8. Authorization to Contact References
9. Workers Compensation Certificate

D. Glossary of Terms

Glossary of terms commonly used in the PBV program and HUD Rental Assistance is attached for review and reference.

E. Roles & Responsibilities Checklist

Roles and Responsibilities of the PHA and submitter are summarized in Attachment E. These are intended to reflect broad scope of work and are in addition to the checklist of submission requirements provided with the score sheet.

F. Agreement to Enter into Housing Assistance Payment Contract

Please visit HUD.gov to view required forms for the PBV program

G. Mixed Finance Interim Rule and HOPE VI Grant Agreement

Please visit HUD.gov for more information on Mixed Finance developments. Plans for mixed finance development should be indicated in submission if applicable.

H. HOPE VI Grant Agreement

HUD established Hope VI grants to eradicate severely distressed public housing through physical improvements, management improvements, and implementation of social and community services to address resident needs. Cheboygan Housing Commission is not in receipt of HOPE IV grants and will not be eligible due to plans to reposition the public housing portfolio through Section 18 conversion.

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

PROPOSAL CHECKLIST

Executive Summary

- Summary of qualifications & experience in development or redevelopment of housing projects.
- Experience with supportive services & housing based case management.
- Experience with pervasive/extreme poverty in rural communities.

Approach

- Expansion of quality housing within Cheboygan City or PHA jurisdiction through rehab or new construction.
- Enhanced access to economic opportunities in Cheboygan, an opportunity zone.
- Affordable housing within walking distance of services, amenities and transit.
- Affordable units are targeted to households at or below 60% AMI.
- Rehabilitated or new units will be included in AHAP for PBV according to limits established in RFP (minimum 8, maximum 25).
- Project contributes to increased system capacity of affordable housing & supportive services providers.

Project Summary

- Proposer has reviewed all aspects of request and intends to comply.
- Proposer accepts PHA reservation of rights.
- Proposer accepts developer/housing provider responsibilities including disclosures and eligibility.
- Proposer has reviewed and accepts the required contract form 'Agreement to Enter into Housing Assistance Payments'.
- Proposal states number of units to be subsidized through PBV.
- Proposal states contract term; contract term is compliant with HUD terms.
- Proposal states commitment to substantial compliance with HQS.
- Proposal states acceptance of occupancy/vacancy reporting procedures.
- Proposal states acceptance of rent limits established by annual FMR determinations.
- Proposal states intent to comply with Site Selection standards.
- Proposal states intent to comply with Environmental Review requirements.

Project Staffing

- Inclusion of organizational chart.
- Principal staff information provided (name, role, experience, time commitment to rehab/new construction, resume or CV).
- Commitment to report changes to staffing assigned to project within (30) days of effective date of change.

Qualifications

*Past developments may be organized by firm(s) or partnership(s), OR by type of project, i.e. affordable housing or supportive housing at submitter's discretion.

- Provide Project Summaries for past similar projects including project name and address, and details for each development, including but not limited to:
 - o population served

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

- percentage of market rate and income restricted units
- subsidy layering summary
- summary of services
- Provide Development team details (developer, co-developer, consultants etc.) for each project. Scoring will be based on qualifications of general partner(s) or non-profit and development team employed by the non-profit as applicable.
- Provide a contact person at each project listed.

Fees & Financial Information

*The PHA accepts no financial responsibility for fees related to real estate transaction or construction

- List all fees to the PHA such as vacancy payment.
- If applicable include fee schedule.
- Sureties or guarantees on work related to this proposal should be included in this section.

References

- Provide three (3) additional references that can attest to developer/housing provider's:
 - ability to rehabilitate or construct new affordable housing projects and/or;
 - ability to rehabilitate or construct new affordable housing projects for commensurate public good and/or;
 - ability to implement supportive housing services and/or;
 - ability to provide community services or programs and/or;
 - familiarity with rural housing and community development.

Required Forms

- Form HUD-5369-B, Instructions to Offerors – Non-Construction.
- Form HUD-5369-C, Certifications and Representations of Offerors – Non-Construction Contract.
- Form HUD-5370-C, General Conditions for Non-Construction Contracts.
- Federal Wage Reporting required for construction contracts.
- Complete W-9
- Cover Sheet
- Confidentiality Agreement
- Authorization to Contact References
- Workers Compensation Certificate

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

PROPOSAL SCORE SHEET

Summary

Part 1. Quality of the Project		50 Possible Points
Deconcentration of Poverty		10 Points Possible
Leverage of Resources		10 Points Possible
High Quality Site		10 Points Possible
Resident Services		10 Points Possible
Community Benefit		5 Points Possible
Sustainable Development		5 Points Possible
Part 2. Experience of Staff		30 Possible Points
Experience		15 Points Possible
Successful Management		15 Points Possible
Part 3. Eligibility & Special Business Types		20 Possible Points
Certification of compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law		10 Points Possible
Certified Section 3, Minority Owned, Woman Owned, or Veteran Owned business.		10 Points Possible
MAXIMUM POSSIBLE POINTS		100 TOTAL POINTS

Please see RFP for issues that may result in denial or disqualification of proposal.

Part 1. Quality of the Project

Deconcentration of Poverty | 10 Points

Deconcentration Policy | 5 Possible Points

Developer must provide evidence of commitment to Deconcentration of poverty in the form of a Deconcentration policy or demonstration of poverty re-education through past projects.

Developer provided Deconcentration Policy or documentation of other demonstration	___/5 points
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Deconcentration Efforts | 5 Possible Points

Provide evidence of Deconcentration efforts addressed through project development:

1. Proposed development is located in a HUD-designated Enterprise Zone, Opportunity Zone or other area with other federal economic revitalization designation.
2. Proposed development is in an area being revitalized through state or local investment.
3. Proposed development is in an area where new market rate units are being developed OR there has been investment in redevelopment of market rate housing through federal, state, local or private investment.
4. Proposed development is in an area where affordable housing stock has or is expected to decrease as a result of demolition/disposition of Public Housing or other redevelopment.

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

5. Proposed development is in an area with access to opportunities for training, education and economic advancement for low income individuals.	
Satisfaction of Deconcentration and opportunity criteria, 1 point possible for each stated item.	___/5 points
Deconcentration of Poverty Total ___/10 points	

Leverage of Resources 10 Points	
Leveraging Ratio 5 Possible Points	
Points will be awarded on a sliding scale based on a project’s ability to leverage other permanent funding sources, including land donation or below-market-rate long-term lease. Only the proposed permanent financing sources identified will be used to determine the leveraging ratio. If private debt is underwritten on PBV rental income to the project, the private debt may be counted in this calculation. Partial points will be adjusted for projects that have a leveraging ratio that falls in between the defined scoring levels.	
Permanent funding sources other than PBV income is:	
less than or equal to 50% of total project development cost	0 Points
51-70%	2 Points
71-80%	3 Points
81-90%	4 Points
91% or more	5 Points
Permanent Funding 5 Possible Points	
Demonstrated permanent funding from hard or soft commitments representing 25% of total cost of development.	
25% Permanent Funding	5 Points
Leverage of Resources Total ___/10 Points	

High Quality Site 10 Possible Points	
Site Selection 5 Possible Points	
Provide documentation of considerations taken for site selection which may include results of environmental review. Partial points may be awarded.	
Documentation of proposed development at high quality site.	___/5 Points
Local Amenities 5 Possible Points	

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

Recognizing that quality housing in a quality location is an important social determinant of health, document distance to access points for services or physical locations tenants might utilize to promote well-being. Measurements taken in terms of radius from project unless otherwise indicated. Partial points may be awarded at discretion of housing authority. Additional assets contributing to well-being not specified may also be considered at the discretion of the housing authority. Two points possible for each of the following items.

- **Transportation** | Indicate what transportation services are available and method of service delivery i.e. bus stop, dial a ride, commuter bus.
- **Shopping** | Full service grocery stores providing all variety of fresh food, meat, dairy and produce. Convenience stores and mini marts may be noted but not counted. Farmers markets and community supported agriculture may also be noted and may be counted if affordable and accessible; this may include program such as Senior Project Fresh or other vouchers for farm fresh produce.
- **Recreation** | Recreational assets include recreation centers, parks, fields, trails, cultural centers, libraries and other centers providing education for all ages.
- **Schools** | Proximity to schools including Head Start programs, preschool, K-12 buildings and post-secondary campuses.
- **Medical Care & Social Services** | Proximity to health care clinics, medical services, and public or non-profit social services. Health promotion programs aimed at target population may be noted and may be counted.

Transportation	1 Point
Shopping	1 Point
Recreation	1 Point
Schools	1 Point
Medical Care & Social Services	1 Point

TOTAL ____/5 Points

High Quality Site Total ____/10 Points

Resident Services | 10 Possible Points

Commitment to Provide Resident Services | 5 Points

Documentation of service coordination or other resident supports contract. Contract must specify funding for service coordination or other resident support and term of contract. Indicate if access to service coordinator will be onsite and the number of hours the service coordinator will be available to residents per week. Ongoing commitment to provide services must be documented to receive full points.

Documentation of Commitment to Provide Services	5 Points
---	-----------------

Quality Service Plan & Experience with Service Coordination | 5 Points

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

<p>Provide sample service plan specific to needs of target population. Quality of plan will be based on the plan’s ability to adequately assess key service areas, make outside referrals for service, conduct wrap-around to ensure connection with service and document resident success in achieving goals related to self-sufficiency and well-being. Key areas of a quality service plan include but are not limited to: specific goals documented through motivational interviewing, housing retention, interpersonal support, conflict resolution, social services, educational programs and training, health promotion and chronic disease self-management, employment, time management and family services.</p> <p>Experience and success with Service Coordination at other developments may also be documented including number of years experience, experience with service coordination or other resident service program compliance (if applicable), satisfaction of funding source requirements (if applicable), innovative partnership(s) with community agencies, evidence of resident success at past projects in terms of self-sufficiency, well-being, eviction prevention or other standard.</p>	
Quality of Service Plans	3 Points
Experience with Service Coordination	2 Points

TOTAL	____/5 Points
Resident Services Total	____/10 Points

Community Benefit | 5 Possible Points

<p>Project must include documented demonstration of at least two of the items identified to benefit the community. Items not listed here but beneficial may be considered at the discretion of the housing authority. Indicate if the project will provide any of the following:</p> <ul style="list-style-type: none"> ▪ Shared space or programming that will be accessible to the public such as a park, playground, garden etc. ▪ Project will include service(s) that promote well-being, such as Service Coordination or medical clinic, education/training, or childcare that is accessible to the community. ▪ Design features that are consistent with historical or other aspect of neighborhood aesthetic. ▪ Artistic installation or other enhancement to promote placemaking and community goals identified through Michigan Main Street. ▪ Project includes mixed-use space onsite which may provide employment opportunity or otherwise promote entrepreneurship for residents and the community. 	
Demonstrated commitment to at least two community benefit items.	5 Points

Sustainable Elements | 5 Possible Points

<p>Documentation of commitment to one of the following sustainable design standards must be provided to achieve points: GreenPoint, Leadership in Energy & Environmental Design</p>

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

(LEED), Green Communities. Other programs may be considered at the discretion of the housing authority.	
Documented commitment to standards of an eligible sustainable program.	5 Points

PART 1: Quality of the Project Total _____/50 Points

2. Experience of Staff

Experience 15 Possible Points	
Address and project details must be provided for each development. Project details required include but are not limited to population served, name of project, percentage of market rate and income restricted units, subsidy layering summary, summary of services. Development team details (developer, co-developer, consultants etc.) must be specified for each project. Scoring will be based on qualifications of general partner(s) or non-profit and development team employed by the non-profit as applicable.	
4 or fewer developments serving similar population	5 points
5-7 developments serving similar population	10 points
8 or more developments serving similar population	15 points

Successful Management 15 Possible Points	
Recognizing that property management and program compliance are essential to success of the project and people that will occupy units, past property management and program compliance must demonstrate success in these efforts. Successful property management is defined by number of years experience, experience with income-based rental program compliance, satisfaction of funding source requirements, satisfaction of community/local government, responsiveness to compliance and community issues; points may be deducted for non-compliance and lack of responsiveness. The Cheboygan Housing Commission reserves the right to seek information related to criteria for successful property management.	
<ul style="list-style-type: none"> ▪ Identify property manager or management firm for this project. ▪ Term (start and end dates) of contract for this project. ▪ Number of years experience managing similar properties/populations. ▪ Past project details (please list individually for multiple): owner, name and location of project, number of subsidized/market rate units, term of contract, additional applicable information such as occupancy rates, compliance enforcement activities and community responsiveness. 	
4 or fewer successfully managed properties serving similar population	5 points
5-7 successfully managed properties serving similar population	10 points
8 or more successfully managed properties serving similar population	15 points

PART 2: Experience of Staff _____/30 Points

RFP PROJECT BASED VOUCHERS

ATTACHEMENT A | Proposal Checklist & Score Sheet

Part 3: Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types

Eligibility 10 Points	
Certification of compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law	10 Points Possible
Special Business Types 10 Possible Points	
Certified Section 3, Minority Owned, Woman Owned, or Veteran Owned business.	10 Points Possible

PART 3: Eligibility and Preferences for Business Type____/30 Points

Public reporting burden for this collection of information is estimated to average 2 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required for developing a Mixed-Finance rental project pursuant to HUD regulations 24 CFR 905. The information will be used to provide HUD with sufficient information to enable a determination that the proposed housing project is demographically and financially feasible and that HUD statutory and regulatory requirements have been met.

FOR THOSE FAMILIAR WITH THE INSTRUCTIONS: START ON THE NEXT TAB AND CONTINUE TO MOVE RIGHT THROUGH THE TABS

Instructions: TDC & HCC Limit Calculation Worksheets

Tips: Enter information in cells with blue borders, text or numbers on screen.

Except for the Pro Forma and Draw Schedule, all other cells are locked.
Print these Instructions for easy reference, then begin at **Step 1**.

Note: To navigate among the worksheets, click the individual worksheet tabs at the bottom of this window. If no worksheet tabs are visible, select "Options..." from the "Tools" menu. In the dialogue box, select the "View" tab. Under "Window options" put a check mark in the "Sheet tabs" box.

Step 1. State Basic Information and Unit Mix

> Navigate to the worksheet titled "Unit Mix".

> Enter the PHA Name, Development Name, and Phase Number or Description (on the "Unit Mix" worksheet)

Step 2. Enter the Number of Units of Each Type and Size (on the "Unit Mix" worksheet)

> Select the appropriate column(s) for the proposed units based on tenure type (Rental or Homeownership, PH or Non-PH), and the development method.

- Rent-to-Own units are to be counted initially as Rental Units.
- Possible development methods are Rehabilitation (of existing public housing only), New Construction, or Acquisition (with or without rehab).

> Enter the number of units proposed, by Structure Type, in the appropriate row based on the Number of Bedrooms.

- TDC limit applies to development of public housing units under an Annual Contributions Contract (ACC) using Public Housing Capital Assistance (PHCA).
- **Public Housing Capital Assistance** (PHCA) includes the following development sources (and borrowed funds to be repaid from these sources):
 - HOPE VI and Choice Neighborhoods grant funds;
 - Public housing Capital Fund and Public Housing Development assistance provided under sections 9 and 5 of the 1937 Housing Act; and
 - Public Housing Operating Fund assistance provided under section 9 of the 1937 Housing Act that is used for development.

- The TDC limit for Modernization of existing public housing is 90% of the published TDC limit for a given structure and unit type.
- The HCC limit is applicable only to New Construction units (not applicable to Rehabilitation of existing public housing, or to Acquisition units).

The "TDC & HCC Limit calculations" worksheet reflects all such applicability as described above.

- **Definitions of Structure Types** specified on the Unit Mix worksheet:

- Detached: A structure that consists of a single living unit surrounded by permanent open space on all sides.
- Semi-detached: A structure containing two living units separated by a common vertical wall.
- Elevator: Any structure of four or more stories above ground in which an elevator is provided.
- Row House: A structure containing three or more living units separated only by vertical walls.
- Walk-up: A multi-level low-rise structure containing two or more living units, in which any units are separated by any common ceiling/floor.



Step 3. Enter Number of Tax Credit, Market-Rate Rental, and Market-Rate For-Sale Units (for reference only; not used in TDC calculation)

Step 4. Enter Number of Special-Needs Units, and Describe Accessibility Design Features (for reference only; not used in TDC calculation)

Step 5. Select Location

> **Navigate to the worksheet titled "Select City & State".**

- > Make the appropriate selections from the menu lists provided there.
- > Follow the Note boxes on that worksheet

Step 6. TDC & HCC Calculations

> **Navigate to the worksheet titled "TDC & HCC Limit Calculations".**

Step 7. Enter Demolition & Replacement Units (total, all project phases) (on "TDC & HCC Limit calculations" worksheet)

- > Enter the number of public housing units to be demolished (or eliminated by conversion) for all phases of the project.
- > Enter the total number of replacement units to be built back on the original public housing site(s) in all phases of the project.
 - Include only on-site, new-construction replacement rental public housing units and, and ownership units developed with Public Housing Capital Assistance (see Step 3, above for a definition of Public Housing Capital Assistance).

Step 8. Enter All Sources of Public Housing Capital Assistance

- > Include: Public Housing Capital Assistance used for development, and borrowed funds secured by repayment with Public Housing Capital Assistance.
- > Do not include: sources other than Public Housing Capital Assistance (e.g., HOME and CDBG), or any non-HUD funding sources.

Step 9. Enter All Uses of Public Housing Capital Assistance

- Use the budget line items provided. These track HUD Notice PIH 2003-8, For example:
 - BLI 1440: Site Acquisition costs are all expenses of acquiring sites (only sites that do not include structures to be retained for housing).
 - BLI 1450: Site Improvement includes streets and public improvements, and site improvements other than on-site utilities & finish landscaping.
- Dwelling Structure costs must be categorized as Rehabilitation, New Construction, or Acquisition:
 - BLI 1460: "Dwelling Structures, Rehabilitation" includes only those "hard" (construction) costs of rehabilitating existing public housing units.
 - BLI 1460: "Dwelling Structures, New Construction" includes only hard costs for the building, utilities from the street and finish landscaping.
 - BLI 1460: "Dwelling Structures, Acquisition" includes all acquisition costs for existing housing units, including the site and associated rehab.

Step 10. Confirm that Sources are Equal to Uses



- > Confirm that all Grant Funds and Public Housing Capital Assistance (GFPH) sources are included.
- > Confirm that sources of GFPH are equal to uses of GFPH

Step 11. Enter any Extraordinary Site Cost (a component of Additional Project Costs -- not subject to TDC limit)

- > Enter any Extraordinary Site Cost in the cell provided. This may be some or all of the funds entered in BLI 1450 (**Step 8**).
 - Extraordinary Site Costs must be verified by an independent registered engineer, and approved by HUD.

Step 12. Review TDC and HCC Limit Calculation Results

- > Review the results of the TDC and HCC limit calculations, and print the worksheet.
 - The TDC and HCC limit analysis results are shown on the lower right of the "TDC & HCC Limit calculations" worksheet.
 - All worksheets are pre-formatted for printing. To print the current worksheet or all worksheets, select "Print..." from the "File" menu.
 - Direct project questions to the Project Manager at the HUD Office of Public Housing Investments.

Disclaimer: This workbook does not replace applicable statutes, regulations, notices or other HUD guidance. Use of this form is not required by HUD.

Unit Mix and Accessibility Summary, Post-Revitalization

Step 1: Enter the PHA Name, the Development Name, and Phase Number or Description

Applicant PHA/Grantee: Housing Authority of New Orleans
 Grant Name, if applicable: _____
 Phase/Project/Development Name: St. Bernard Phase III
 PIC Development Number: [enter the new AMP-format development number]



Step 2: Enter the Number of Units (by Structure Type and Unit Size, according to Unit Category and Development Method)

Structure Type	Number of Bedrooms	Rental Unit Categories						Homeownership Unit Categories						
		Public Housing or Replacement Units			Non-Public Housing or Non-Replacement			Developed with Pub. Housing Capital Assistance			Developed without Pub. Housing Capital Assistance			
		Rehab of Existing Public Housing	New Construction	Acquisition with or without Rehabilitation	Rehab of Existing Public Housing	New Construction	Acquisition with or without Rehabilitation	Rehab of Existing Public Housing	New Construction	Acquisition with or without Rehabilitation	Rehab of Existing Public Housing	New Construction	Acquisition with or without Rehabilitation	
Detached	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Semi-Detached	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Row House	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Walk-Up	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals:		-	-	-	-	-	-	-	-	-	-	-	-	-

Step 3: Enter Number of Tax Credit, Market-Rate Rental, and Market-Rate For-Sale Units

Unit Summary	Rehab (of existing PH) Units:	<input type="text" value="-"/>	Affordable:	<input type="text" value="-"/>	PH Rental, + HO w/PHCA (subject to TDC limit):	<input type="text" value="-"/>
	New Construction Units:	<input type="text" value="-"/>	Market Rate:	<input type="text" value="-"/>	Non-PH Rental, + HO w/o PHCA (no TDC limit):	<input type="text" value="-"/>
	Acquisition Units:	<input type="text" value="-"/>	Total Units:	<input type="text" value="-"/>	Total Units:	<input type="text" value="-"/>
	Total Units:	<input type="text" value="-"/>				

Step 4: Enter number of Special-Needs Units and describe Accessibility Design Features

	Minimum Required units project-wide	Planned Accessibility: Units for Mobility-Impaired and Hearing/Sight-Impaired											
		Rental Unit Categories						Homeownership Unit Categories					
		Public Housing (on ACC, including Op-sub-only)			Non-Public Housing (not on ACC, no PHCA)			Developed with Pub. Housing Capital Assistance			Developed without Pub. Housing Capital Assistance		
		Rehab of Existing Pub Hsg	New Const	Acq with or w/o Rehab	Rehab of Existing Pub Hsg	New Const	Acq with or w/o Rehab	Rehab of Existing Pub Hsg	New Const	Acq with or w/o Rehab	Rehab of Existing Pub Hsg	New Const	Acq with or w/o Rehab
Units for Mobility-Impaired	0												
Units, Hearing-or Sight-Impaired	0												
Visitability Features:													

Note: Minimum required units are estimates. Consult with HUD and applicable program regulations for actual requirements regarding accessible units.

Step 5. Using the Drop-down Lists Provided Below, Select the City (or Region) and State where the PROJECT will be located

Note that this worksheet cannot be protected. Please take care to enter information into the blue bordered cells only.

City	(All)	<-- Select your City from list here
StateName	(All)	<-- Select your State from list here

Type	Data	Total
Detached/Semi-Detached	Sum of 0 Bedrooms, TDC	\$58,960,455.00
	Sum of 1 Bedrooms, TDC	\$77,693,491.00
	Sum of 2 Bedrooms, TDC	\$93,108,974.00
	Sum of 3 Bedrooms, TDC	\$112,145,903.00
	Sum of 4 Bedrooms, TDC	\$132,242,388.00
	Sum of 5 Bedrooms, TDC	\$144,570,915.00
	Sum of 6 Bedrooms, TDC	\$155,579,191.00
	Sum of 0 Bedrooms, HCC	\$33,691,680.00
	Sum of 1 Bedrooms, HCC	\$44,396,280.00
	Sum of 2 Bedrooms, HCC	\$53,205,134.00
	Sum of 3 Bedrooms, HCC	\$64,083,371.00
	Sum of 4 Bedrooms, HCC	\$75,567,080.00
	Sum of 5 Bedrooms, HCC	\$82,611,946.00
	Sum of 6 Bedrooms, HCC	\$88,902,396.00
Elevator	Sum of 0 Bedrooms, TDC	\$48,463,398.00
	Sum of 1 Bedrooms, TDC	\$67,848,774.00
	Sum of 2 Bedrooms, TDC	\$87,234,125.00
	Sum of 3 Bedrooms, TDC	\$116,312,160.00
	Sum of 4 Bedrooms, TDC	\$145,390,202.00
	Sum of 5 Bedrooms, TDC	\$164,775,583.00
	Sum of 6 Bedrooms, TDC	\$184,160,931.00
	Sum of 0 Bedrooms, HCC	\$30,289,624.00
	Sum of 1 Bedrooms, HCC	\$42,405,468.00
	Sum of 2 Bedrooms, HCC	\$54,521,313.00
	Sum of 3 Bedrooms, HCC	\$72,695,093.00
	Sum of 4 Bedrooms, HCC	\$90,868,872.00
	Sum of 5 Bedrooms, HCC	\$102,984,726.00
	Sum of 6 Bedrooms, HCC	\$115,100,573.00
Row House	Sum of 0 Bedrooms, TDC	\$56,002,584.00
	Sum of 1 Bedrooms, TDC	\$73,991,335.00
	Sum of 2 Bedrooms, TDC	\$88,916,468.00
	Sum of 3 Bedrooms, TDC	\$107,688,100.00
	Sum of 4 Bedrooms, TDC	\$128,193,772.00
	Sum of 5 Bedrooms, TDC	\$141,394,971.00
	Sum of 6 Bedrooms, TDC	\$153,791,254.00
	Sum of 0 Bedrooms, HCC	\$32,001,479.00
	Sum of 1 Bedrooms, HCC	\$42,280,771.00
	Sum of 2 Bedrooms, HCC	\$50,809,405.00
	Sum of 3 Bedrooms, HCC	\$61,536,059.00
	Sum of 4 Bedrooms, HCC	\$73,253,603.00
	Sum of 5 Bedrooms, HCC	\$80,797,116.00
	Sum of 6 Bedrooms, HCC	\$87,880,719.00
Walkup	Sum of 0 Bedrooms, TDC	\$45,709,717.00
	Sum of 1 Bedrooms, TDC	\$63,113,417.00
	Sum of 2 Bedrooms, TDC	\$80,011,016.00
	Sum of 3 Bedrooms, TDC	\$104,415,930.00
	Sum of 4 Bedrooms, TDC	\$130,149,176.00
	Sum of 5 Bedrooms, TDC	\$146,475,689.00
	Sum of 6 Bedrooms, TDC	\$162,563,514.00
	Sum of 0 Bedrooms, HCC	\$26,119,834.00
	Sum of 1 Bedrooms, HCC	\$36,064,815.00
	Sum of 2 Bedrooms, HCC	\$45,720,581.00
	Sum of 3 Bedrooms, HCC	\$59,666,256.00
	Sum of 4 Bedrooms, HCC	\$74,370,948.00
	Sum of 5 Bedrooms, HCC	\$83,700,375.00
	Sum of 6 Bedrooms, HCC	\$92,893,436.00

This workbook uses the TDCs and HCCs in accordance with HUD Notice PIH-2011-38 (HA), as updated to include 2015 TDC and HCC limits.

Note 1: When you select a valid City/State combination, this table will show the TDC and HCC limits from the above-referenced HUD Notice. Use the TDC and HCC limits in effect at the time of project closing.

Note 2: If the desired City/State combination is not included in the list here, contact the local HUD Field Office. They will assist in determining the most appropriate City/State combination.

Note 3: Total Development Cost limits and Housing Construction Cost limits from this table will be transferred automatically to the "TDC & HCC Limit calculations" worksheet.

(There is no need to print this worksheet)

Total Development Cost (TDC) Limit and Housing Construction Cost (HCC) Limit Calculations

DEVELOPMENT NAME AND PHASE: St. Bernard Phase III

This workbook uses the TDCs and HCCs in accordance with HUD Notice PIH-2011-38 (HA), as updated to include 2015 TDC and HCC limits.
[Capital Fund Program website](#) for (All), (All)

Step 3. Unit Mix (Note: enter info on the "Unit Mix" worksheet)					HCC Limits		TDC Limits	
Structure Type	BRs	Rehab of Existing Pub. Hsg.	New Const.	Acq. with or w/o Rehab	(new const. only)	(new const. only)	Per Unit	Phase Totals
					Per Unit	Phase Totals		
Detached/Semi-Detached	1	-	-	-	\$ 44,396,280	\$ -	\$ 77,693,491	\$ -
	2	-	-	-	\$ 53,205,134	\$ -	\$ 93,108,974	\$ -
	3	-	-	-	\$ 64,083,371	\$ -	\$ 112,145,903	\$ -
	4	-	-	-	\$ 75,567,080	\$ -	\$ 132,242,388	\$ -
	5	-	-	-	\$ 82,611,946	\$ -	\$ 144,570,915	\$ -
	6	-	-	-	\$ 88,902,396	\$ -	\$ 155,579,191	\$ -
Row House	1	-	-	-	\$ 42,280,771	\$ -	\$ 73,991,335	\$ -
	2	-	-	-	\$ 50,809,405	\$ -	\$ 88,916,468	\$ -
	3	-	-	-	\$ 61,536,059	\$ -	\$ 107,688,100	\$ -
	4	-	-	-	\$ 73,253,603	\$ -	\$ 128,193,772	\$ -
	5	-	-	-	\$ 80,797,116	\$ -	\$ 141,394,971	\$ -
	6	-	-	-	\$ 87,880,719	\$ -	\$ 153,791,254	\$ -
Walkup	0	-	-	-	\$ 26,119,834	\$ -	\$ 45,709,717	\$ -
	1	-	-	-	\$ 36,064,815	\$ -	\$ 63,113,417	\$ -
	2	-	-	-	\$ 45,720,581	\$ -	\$ 80,011,016	\$ -
	3	-	-	-	\$ 59,666,256	\$ -	\$ 104,415,930	\$ -
	4	-	-	-	\$ 74,370,948	\$ -	\$ 130,149,176	\$ -
	5	-	-	-	\$ 83,700,375	\$ -	\$ 146,475,689	\$ -
Elevator	0	-	-	-	\$ 30,289,624	\$ -	\$ 48,463,398	\$ -
	1	-	-	-	\$ 42,405,468	\$ -	\$ 67,848,774	\$ -
	2	-	-	-	\$ 54,521,313	\$ -	\$ 87,234,125	\$ -
	3	-	-	-	\$ 72,695,093	\$ -	\$ 116,312,160	\$ -
	4	-	-	-	\$ 90,868,872	\$ -	\$ 145,390,202	\$ -
	5	-	-	-	\$ 102,984,726	\$ -	\$ 164,775,583	\$ -
	6	-	-	-	\$ 115,100,573	\$ -	\$ 184,160,931	\$ -
					\$ -	\$ -	\$ -	\$ -

Step 7. Enter Demo & Replacement Units (total, all phases)

Number of public housing units to be demolished or lost to conversion (total, all phases) (This portion of demolition cost is excluded from TDC limit)

(Minus) the number of replacement PH units to be built back on the original site (total, all phases)

Equals PH units demolished and not replaced on the original PH site (total, all phases) % of units:

Step 8. Enter all Sources of Public Housing Capital Assistance

PH Capital Assistance incl. CFP, HOPE VI, Choice Neighborhoods

Borrowed Funds to be Repaid with Public Housing Capital Assistance

Total Sources of Public Housing Capital Assistance \$

Step 9. Enter All Uses of Public Housing Capital Assistance

	HUD Bdgt Line Item	
Choice Neighborhoods Supportive Services	1405	\$ -
HOPE VI Community & Supportive Services	1408	\$ -
Management Improvements, PHA	1408	\$ -
Administration, PHA	1410	\$ -
Fees and Costs (planning, prog mgmt, insurance, initial oper deficit, etc.)	1430	\$ -
Site Acquisition (cost of sites w/o structures to be retained as housing)	1440	\$ -
Site Improvement (streets, site improvements and public improvements)	1450	\$ -
Dwelling Structures, Rehab (cost to rehab existing PH units only)	1460	\$ -
Dwelling Structures, New Const (w/OH+P, finish landscape + on-site util's)	1460	\$ -
Dwelling Structures, Acquisition (acq. of existing units, + rehab cost)	1460	\$ -
Dwelling Equip, New Const (for new construction units only)	1465	\$ -
Dwelling Equip, Rehab or Acq. Units (for existing PH and Acq. units)	1465	\$ -
Nondwelling Structures (community facilities, social service space, etc.)	1470	\$ -
Nondwelling Equipment (e.g., vehicles)	1475	\$ -
Demolition (enter total of all demo & environmental remediation costs)	1485	\$ -
Relocation (moving expenses, & PHA cost of full-time relo staff)	1495	\$ -
Relocation - Non-Residents	1496	\$ -

Total Uses of Public Housing Capital Assistance \$

Excluded Demolition and Abatement Cost Calculation

Total Cost of Public Housing Unit Demo & Associated Env. Abatement (BLI 1485) \$ -

Times % of Demo Costs Excluded as "Additional Project Costs" (% from Step 7) x 0%

Equals Amount of Demo Costs Excluded from TDC Limit as "Additional Project Costs" \$ -

Step 11. Enter Extraordinary Site Cost (must be approved by HUD)

Community & Supportive Services ("CSS" -- for HOPE VI projects only)

(Minus) Total of "Extraordinary Site Costs" and CSS (excluded from TDC limit)

Total Uses of Public Housing Capital Assistance (amount subject to TDC Limit) \$

Total Development Cost Limit (from Step 5)

Step 10. Confirm:



Sources = Uses

Total Sources (Step 7) must equal Total Uses (Step 8)
 equal Total Uses (Step 8)

----> Difference: \$0

Okay: Sources = Uses

(\$5 rounding allowance)

Step 12. Review Results

TDC Limit Analysis:

Total Development Cost
 (PH Capital Assistance only)
 as Percentage of TDC Limit

No PH units (Step 2)

Public Housing Capital Assistance for Housing Construction Costs

Dwelling Structures, New Const (w/OH+P, finish landscape + on-site util's) 1460 \$ -

Dwelling Equipment, New Const (if not already included in 1460) 1465 \$ -

Total Housing Construction Cost \$

HCC Limit Analysis:

Housing Construction Cost
 (PH Capital Assistance only)
 as Percentage of HCC Limit

No PH units (Step 2)

Housing Construction Cost Limit (if any, from Step 5)

Instructions for Completing Project Sources and Uses

- | |
|--|
| 1) Information/amounts on the project budgets must be consistent with information in the Mixed-Finance Development Proposal, form HUD-50157 |
| 2) The Construction Budget should only include sources & uses of funds through the end of the construction period. |
| 3) The Permanent Budget should include sources of funds that will remain with the project after closing and construction are completed. |
| 4) Part A costs in the Budgets are those costs included in the developer's project budget. |
| 5) Part B costs in the Budgets are those costs paid for by the PHA directly, which will not be reimbursed at closing. |
| 6) When labeling sources of funds, clearly identify the specific source of funds, e.g. specific lenders, type of public housing funding |
| 7) All fees must be within the HUD Cost Control and Safe Harbor Standards |
| 8) No public housing funds may be used to pay developer fees. |
| 9) If a PHA is receiving a portion of the developer fee, this amount should be reflected on a separate line from the amount received by the developer. |
| 10) No public housing funds may be used to initially fund reserve accounts, except the initial operating reserve for public housing units |
| 11) LIHTC equity is considered "Private Funds" |
| 12) Federal funds, except for HUD public housing funds, are considered "Other Public Funds" |
| 13) Program income is considered "Other Public Funds" |

**CONSTRUCTION PERIOD SOURCES AND USES
EXHIBIT F TO THE MIXED-FINANCE ACC AMENDMENT**

Applicant PHA/Grantee:	Housing Authority of New Orleans
Grant Name, if applicable:	0
Phase/Project Name:	St. Bernard Phase III
PIC Development Number:	[enter the new AMP-format development number]

Part A: Development Sources	Loan/Grant/Equity	PH Capital Assist.	Private Funds	Other Public Funds	Total
Public Housing Capital Funds (CFP)		\$ -			\$ -
RHF or DDTF		\$ -			\$ -
HOPE VI Funds		\$ -			\$ -
Choice Neighborhoods (CN) Funds		\$ -			\$ -
MTW Funds		\$ -			\$ -
Low Income Housing Tax Credit Equity			\$ -	\$ -	\$ -
Construction Loan: bonds			\$ -	\$ -	\$ -
Permanent Mortgage #1: identify lender			\$ -	\$ -	\$ -
Permanent Mortgage #2: identify lender			\$ -	\$ -	\$ -
Other: Federal Historic Tax Credits			\$ -	\$ -	\$ -
Other: State Historic Tax Credits			\$ -	\$ -	\$ -
Other: CDBG			\$ -	\$ -	\$ -
Other: PHA Seller Note			\$ -	\$ -	\$ -
Other: HOME Funds			\$ -	\$ -	\$ -
Total Development Sources (Part A)		\$ -	\$ -	\$ -	\$ -

Part B: Additional Sources	PH Capital Assist.	Private Funds	Other Public Funds	Total
Public Housing Capital Funds (CFP)		\$ -	\$ -	\$ -
RHF or DDTF		\$ -	\$ -	\$ -
HOPE VI Funds		\$ -	\$ -	\$ -
Choice Neighborhoods Funds		\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -
Total Additional Sources (Part B)		\$ -	\$ -	\$ -

Total Sources (Parts A and B)		\$ -	\$ -	\$ -	\$ -
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Part A: Development Uses	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
Residential New Construction	1460	\$ -	\$ -	\$ -	\$ -
Residential Rehabilitation	1460	\$ -	\$ -	\$ -	\$ -
Builder's General Requirements	1460	\$ -	\$ -	\$ -	\$ -
Builder's Overhead	1460	\$ -	\$ -	\$ -	\$ -
Builder's Profit	1460	\$ -	\$ -	\$ -	\$ -
Construction Contingency	1460	\$ -	\$ -	\$ -	\$ -
Other: Describe	1460	\$ -	\$ -	\$ -	\$ -
Site/Infrastructure	1450	\$ -	\$ -	\$ -	\$ -
Dwelling Equipment-Non-Expendable	1465	\$ -	\$ -	\$ -	\$ -
Non-Residential Construction: identify	1470	\$ -	\$ -	\$ -	\$ -
Non-Residential Construction: identify	1470	\$ -	\$ -	\$ -	\$ -
Nondwelling Equipment: identify	1475	\$ -	\$ -	\$ -	\$ -
Demolition	1485	\$ -	\$ -	\$ -	\$ -
Relocation Costs	1495	\$ -	\$ -	\$ -	\$ -
Relocation - Non Residents	1496	\$ -	\$ -	\$ -	\$ -
Other: Bond Collateral		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Subtotal: Development Construction Costs		\$ -	\$ -	\$ -	\$ -

Development Soft Costs	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
Acquisition of Site(s)	1440	\$ -	\$ -	\$ -	\$ -
Accounting and Cost Certification	1430	\$ -	\$ -	\$ -	\$ -
Appraisal Expense	1430	\$ -	\$ -	\$ -	\$ -
Architect & Engineer Fees	1430	\$ -	\$ -	\$ -	\$ -
Environmental Assessment, Testing & Cleanup	1430	\$ -	\$ -	\$ -	\$ -
Financing & Application Expense, Lender	1430	\$ -	\$ -	\$ -	\$ -
Financing & Application Expense, Tax Credit	1430	\$ -	\$ -	\$ -	\$ -
Insurance, Construction Period	1430	\$ -	\$ -	\$ -	\$ -
Interest, Construction & Bridge Loan(s)	1430	\$ -	\$ -	\$ -	\$ -
Legal Expense, Developer & Lender(s)	1430	\$ -	\$ -	\$ -	\$ -
Marketing & Lease-up Expense	1430	\$ -	\$ -	\$ -	\$ -
Permits, Construction & Utility Hookup	1430	\$ -	\$ -	\$ -	\$ -
PILOT & Taxes, Construction Period	1430	\$ -	\$ -	\$ -	\$ -
Survey	1430	\$ -	\$ -	\$ -	\$ -
Title & Recording Fees	1430	\$ -	\$ -	\$ -	\$ -
Lease-up Reserve (Public Housing)	1430	\$ -	\$ -	\$ -	\$ -
Other: FF&E		\$ -	\$ -	\$ -	\$ -
Other: Professional Services		\$ -	\$ -	\$ -	\$ -
Operating Subsidy Reserve (Public Housing)		\$ -	\$ -	\$ -	\$ -
Operating Reserve		\$ -	\$ -	\$ -	\$ -
Replacement Reserve		\$ -	\$ -	\$ -	\$ -
Supportive Service Reserve		\$ -	\$ -	\$ -	\$ -
Developer Fee: Developer		\$ -	\$ -	\$ -	\$ -
Developer Fee: Housing Authority		\$ -	\$ -	\$ -	\$ -
Other: Interior Design Fee		\$ -	\$ -	\$ -	\$ -
Other: Plans, Reproductions, Media		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Subtotal: Development Soft Cost		\$ -	\$ -	\$ -	\$ -

Total Uses for Development (Part A)		\$ -	\$ -	\$ -	\$ -
--	--	------	------	------	------

Part B: Additional Uses	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
CN Supportive Services	1405	\$ -	\$ -	\$ -	\$ -
HOPE VI Community & Supportive Services	1408	\$ -	\$ -	\$ -	\$ -
Management Improvements, PHA	1408	\$ -	\$ -	\$ -	\$ -
Administration	1410	\$ -	\$ -	\$ -	\$ -
Fees & Costs	1430	\$ -	\$ -	\$ -	\$ -
Site Acquisition	1440	\$ -	\$ -	\$ -	\$ -
Site Improvement	1450	\$ -	\$ -	\$ -	\$ -
Demolition (and associated remediation)	1485	\$ -	\$ -	\$ -	\$ -
Relocation Expense	1495	\$ -	\$ -	\$ -	\$ -
Relocation - Non Residents	1496	\$ -	\$ -	\$ -	\$ -
Total Additional Uses (Part B)		\$ -	\$ -	\$ -	\$ -

Total Uses (Parts A and B)		\$ -	\$ -	\$ -	\$ -
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**PERMANENT SOURCES AND USES
EXHIBIT F TO THE MIXED-FINANCE ACC AMENDMENT**

Applicant PHA/Grantee:	Housing Authority of New Orleans
Grant Name, if applicable:	0
Phase/Project Name:	St. Bernard Phase III
PIC Development Number:	[enter the new AMP-format development number]

Part A: Development Sources	Loan/Grant/Equity	PH Capital Assist.	Private Funds	Other Public Funds	Total
Public Housing Capital Funds (CFP)		\$ -			\$ -
RHF/DDTF		\$ -			\$ -
HOPE VI Funds		\$ -			\$ -
Choice Neighborhoods Funds		\$ -			\$ -
MTW Funds		\$ -			\$ -
Low Income Housing Tax Credit Equity			\$ -	\$ -	\$ -
Permanent Mortgage #1: <i>identify lender</i>			\$ -	\$ -	\$ -
Permanent Mortgage #2: <i>identify lender</i>			\$ -	\$ -	\$ -
Other: Federal Historic Tax Credits			\$ -	\$ -	\$ -
Other: State Historic Tax Credits			\$ -	\$ -	\$ -
Other: CDBG			\$ -	\$ -	\$ -
Other: Seller Note			\$ -	\$ -	\$ -
Other: HOME			\$ -	\$ -	\$ -
Total Development Sources (Part A)		\$ -	\$ -	\$ -	\$ -

Part B: Additional Sources	PH Capital Assist.	Private Funds	Other Public Funds	Total
Public Housing Capital Funds (CFP)	\$ -			\$ -
RHF/DDTF	\$ -			\$ -
HOPE VI Funds	\$ -			\$ -
Choice Neighborhoods (CN) Funds	\$ -			\$ -
Other:	\$ -	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -	\$ -
Total Additional Sources (Part B)	\$ -	\$ -	\$ -	\$ -

Total Sources (Parts A and B)	\$ -	\$ -	\$ -	\$ -
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Part A: Development Uses	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
Residential New Construction	1460	\$ -	\$ -	\$ -	\$ -
Residential Rehabilitation	1460	\$ -	\$ -	\$ -	\$ -
Builder's General Requirements	1460	\$ -	\$ -	\$ -	\$ -
Builder's Overhead	1460	\$ -	\$ -	\$ -	\$ -
Builder's Profit	1460	\$ -	\$ -	\$ -	\$ -
Construction Contingency	1460	\$ -	\$ -	\$ -	\$ -
Other:	1460	\$ -	\$ -	\$ -	\$ -
Site/Infrastructure	1450	\$ -	\$ -	\$ -	\$ -
Dwelling Equipment-Non-Expendable	1465	\$ -	\$ -	\$ -	\$ -
Non-Residential Construction: <i>identify</i>	1470	\$ -	\$ -	\$ -	\$ -
Non-Residential Construction: <i>identify</i>	1470	\$ -	\$ -	\$ -	\$ -
Nondwelling Equipment: <i>identify</i>	1475	\$ -	\$ -	\$ -	\$ -
Demolition	1485	\$ -	\$ -	\$ -	\$ -
Relocation Costs	1495	\$ -	\$ -	\$ -	\$ -
Relocation - Non Residents	1496	\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Subtotal: Development Construction Costs		\$ -	\$ -	\$ -	\$ -

Development Soft Costs	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
Acquisition of Site(s)	1440	\$ -	\$ -	\$ -	\$ -
Accounting and Cost Certification	1430	\$ -	\$ -	\$ -	\$ -
Appraisal Expense	1430	\$ -	\$ -	\$ -	\$ -
Architect & Engineer Fees	1430	\$ -	\$ -	\$ -	\$ -
Environmental Assessment, Testing & Cleanup	1430	\$ -	\$ -	\$ -	\$ -
Financing & Application Expense, Lender	1430	\$ -	\$ -	\$ -	\$ -
Financing & Application Expense, Tax Credit	1430	\$ -	\$ -	\$ -	\$ -
Insurance, Construction Period	1430	\$ -	\$ -	\$ -	\$ -
Interest, Construction & Bridge Loan(s)	1430	\$ -	\$ -	\$ -	\$ -
Legal Expense, Developer & Lender(s)	1430	\$ -	\$ -	\$ -	\$ -
Marketing & Lease-up Expense	1430	\$ -	\$ -	\$ -	\$ -
Permits, Construction & Utility Hookup	1430	\$ -	\$ -	\$ -	\$ -
PILOT & Taxes, Construction Period	1430	\$ -	\$ -	\$ -	\$ -
Survey	1430	\$ -	\$ -	\$ -	\$ -
Title & Recording Fees	1430	\$ -	\$ -	\$ -	\$ -
Lease Up Reserve (Public Housing)	1430	\$ -	\$ -	\$ -	\$ -
Other: Describe	1430	\$ -	\$ -	\$ -	\$ -
Other: Describe	1430	\$ -	\$ -	\$ -	\$ -
Operating Subsidy Reserve (Public Housing)		\$ -	\$ -	\$ -	\$ -
Operating Reserve		\$ -	\$ -	\$ -	\$ -
Replacement Reserve		\$ -	\$ -	\$ -	\$ -
Supportive Service Reserve		\$ -	\$ -	\$ -	\$ -
Developer Fee: Developer		\$ -	\$ -	\$ -	\$ -
Developer Fee: Housing Authority		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Other: Describe		\$ -	\$ -	\$ -	\$ -
Subtotal: Development Soft Cost		\$ -	\$ -	\$ -	\$ -

Total Uses for Development (Part A)	\$ -	\$ -	\$ -	\$ -
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Part B: Additional Uses	HUD BLI	PH Capital Assist.	Private Funds	Other Public Funds	Total
CN Supportive Services	1405	\$ -	\$ -	\$ -	\$ -
HOPE VI Community & Supportive Services	1408	\$ -	\$ -	\$ -	\$ -
Management Improvements, PHA	1408	\$ -	\$ -	\$ -	\$ -
Administration	1410	\$ -	\$ -	\$ -	\$ -
Fees & Costs	1430	\$ -	\$ -	\$ -	\$ -
Site Acquisition	1440	\$ -	\$ -	\$ -	\$ -
Site Improvement	1450	\$ -	\$ -	\$ -	\$ -
Demolition (and associated remediation)	1485	\$ -	\$ -	\$ -	\$ -
Relocation Expense	1495	\$ -	\$ -	\$ -	\$ -
Relocation - Non Residents	1496	\$ -	\$ -	\$ -	\$ -
Total Additional Uses (Part B)		\$ -	\$ -	\$ -	\$ -

Total Uses (Parts A and B)	\$ -	\$ -	\$ -	\$ -
-----------------------------------	------	------	------	------

DEVELOPER FEE CALCULATION		CONTRACTOR FEE CALCULATION	
Total Project Cost (Part A Costs Only)	\$ -	Total Construction Hard Costs (Part A Only)	\$ -
Less Developer Fee		Less Contractor Fees	
Developer	\$ -	General Conditions & Bond	\$ -
PHA	\$ -	Overhead	\$ -
TOTAL DEVELOPER FEE	\$ -	Profit	\$ -
Less Reserves		TOTAL CONTRACTOR FEE	\$ -
Lease-Up Reserve (public housing)	\$ -	Less Hard Costs Contingency	\$ -
Operating Subsidy Reserve (public housing)	\$ -	BASIS FOR FEE CALCULATION	\$ -
Operating Reserve	\$ -		
Replacement Reserve	\$ -	CONTRACTOR FEE	0%
Social Service Reserve	\$ -	General Conditions & Bond	0%
Other:	\$ -	Overhead	0%
TOTAL RESERVES	\$ -	Profit	0%
Less Other Excluded Costs (relocation, CSS)	\$ -		
BASIS FOR FEE CALCULATION	\$ -		
TOTAL DEVELOPER FEE	0.0%		
Fee to Developer	0.0%		
Fee to PHA	0.0%		
PRO RATA TEST			
Unit Type	Number	Percent	
Public Housing/Replacment	0	0%	
Other Units	0	0%	
Total Units	0	0%	
Source of Funds (Part A Funds Only)	Amount	Percent	
Public Housing Funds	\$ -	0%	
Other Funds	\$ -	0%	
Total Funds	\$ -	0%	
Test			
% Public Housing/Replacement Units	0%		
% Public Housing Funds	0%		
% of public housing funds cannot exceed percent of public housing/replacement units			
			form HUD-50156 (2/2016)

INCOME PROJECTIONS								
<i>All rents should be net of utility allowance</i>								
<u>Unit Type</u>	<u># Units</u>	<u># of Bed-rooms</u>	<u>Monthly Tenant Rent (PUM)</u>	<u>Monthly Subsidy (PUM)</u>	<u>Monthly Income (PUM)</u>	<u>Annual Tenant Rent Total</u>	<u>Annual Subsidy Total</u>	<u>Total Annual Income</u>
Public Housing			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Housing Totals	0				\$ -	\$ -	\$ -	
Project Based Voucher (PBV) and Project Based Rental Assistance (PBRA)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PBV+PBRA Totals	0				\$ -	\$ -	\$ -	
Other Affordable/Restricted					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
Total Other Affordable/Restricted	0						\$ -	
Unrestricted/Market					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
Total Unrestricted/Market	0				\$ -		\$ -	
Other Income					\$ -			\$ -

ASSUMPTIONS: PRO FORMA WORKSHEET

Provide the following assumptions, which should be reflected on the Pro Forma

Rental Income Annual Increase (%)	0.00%	
Other Income Annual Increase (%)	0.00%	
Vacancy Rate (%)	0.00%	
Expense annual increase (%)	0.00%	
Replacement Reserve Annual Amount (\$)	\$0	\$0 per unit/per year
Replacement Reserve Annual Increase (%)	0.00%	

Property Management Fee (fixed fee or % of effective gross income)

Fixed Fee per year	\$0	\$0 per unit/per month
Annual Increase (%)	0.00%	
OR		
% of Effective Gross Income	0.00%	

15 Year Operating Pro Forma

Applicant PHA/Grantee: Housing Authority of New Orleans
 Grant Name, if applicable: 0
 Phase/Project Name: St. Bernard Phase III
 PIC Development Number: [enter the new AMP-format development number]

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Operating Income															
Unrestricted (Market Rate) Unit Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Affordable/Restricted Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Public Housing Rental Income	0														
Housing Choice Voucher/PBRA															
Tenant Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Voucher/PBRA Amount	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Choice Voucher/PBRA	0														
Public Housing Rental Income															
Tenant Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Housing Operating Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Public Housing Rental Income	0														
Gross Rental Income	0														
Other Income (laundry, interest, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Income	0														
Less Vacancy Allowance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income	0														
Operating Expenses															
Administration/Salaries	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Management Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Real Estate Taxes/PILOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supportive Services															
Replacement Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other															
Other															
Total Operating Expenses	0														
Net Operating Income	0														
Debt Service															
Loan 1: <i>identify</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Loan 2: <i>identify</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Loan 3: <i>identify</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt Service	0														
Debt Coverage Ratio	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fee: <i>identify</i>															
Fee: <i>identify</i>															
Fee: <i>identify</i>															
Cash Flow Available for Distribution	0														
Distribution: <i>identify</i>															
Distribution: <i>identify</i>															
Distribution: <i>identify</i>															
Distribution: <i>identify</i>															
Distribution: <i>identify</i>															
Income	0														

Applicant PHA/Grantee: Housing Authority of New Orleans
 Grant Name, if applicable: 0
 Phase/Project Number & Name: St. Bernard Phase III
 PIC Development Number: [enter the new AMP-format development number]

Date Prepared: 17-Dec-10

% of
 Construction
 Costs Completed

Flow of Funds Analysis

Starting Balance

Uses of Funds

Acquisition Costs	
Land	-
Building	-
Total Acquisition Costs	0
Hard Costs	
Hard Construction Costs	9,075,000
Site Work	1,000,000
General Requirements	544,500
Contractor Overhead	181,500
Contractor Profit	544,500
Contractor Bond Premium	
Contingency	725,000
FF&E	250,000
Retainage	
Total Hard Costs	12,320,500
Soft Construction Costs	
Architecture Design & Engineering	680,000
Survey & As-Built Survey	25,000
Environmental	60,000
Soils & Materials Testing/Structural Report	20,000
Insurance	60,000
Construction Loan Interest Rate Cap	0
Construction Loan Legal, Due Diligence and Appraisal	48,000
Permanent Loan Origination	19,625
Inspection Fees	35,000
Title & Recording	34,000
Developer Legal	125,000
Accountant and Audit	80,000
Appraisal & Market Study	15,000
Marketing	55,000
Rent-up Reserve	200,000
Soft Cost Contingency	48,503
Operating Reserve	581,500
Replacement Reserve	49,452
Tax Credit Application Fees	4,000
Tax Credit Fees (Reservation and Monitoring)	171,700
Developer Overhead	488,800
Developer Fee	1,466,400
AHA Developer Fee	488,800
Total Soft Construction Costs	5,979,797
Total Development Costs	18,300,297
Loan Repayment	10,925,000
Total Project Uses	29,225,297
Constr. Sources of Funds	
Investor Disbursement/Draws	8,599,320
Investor Balance Available	-
Bank Construction Loan Disbursement	# 10,925,000
AHA Disbursement	# 5,170,000
Deferred Developers Fee	605,977
Permanent Sources	
Interest Earnings	
Deferred Developers Fee	
Total Project Sources	29,225,297
AHA Potential Eligible Costs	5,170,000
AHA Loan Disbursement	
AHA Loan Balance Start Month	
AHA Disbursements for Eligible Costs Only	
AHA Cumulative Loan Balance	
Projected Construction Interest Due Based on Draw Schedule	
Cumulative Bank Construction Loan Balance	

Applicant PHA/Grantee: Housing Authority of New Orleans
 Grant Name, if applicable: 0
 Phase/Project Number & Name: St. Bernard Phase III
 PIC Development Number: [enter the new AMP-format development number]

Date Prepared: 17-Dec-10

Flow of Funds Analysis	Starting Balance	% of Construction Costs Completed											
		2.50%	7.50%	7.50%	10.00%	12.50%	12.00%	12.00%	10.00%	7.50%	3.00%	2.50%	2.50%
		Closing Draw	Draw1	Draw2	Draw3	Draw4	Draw5	Draw6	Draw7	Draw8	Draw9	Draw10	Draw11
		Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11

Uses of Funds		Closing											
Acquisition Costs													
Land	-	-	-	-	-	-	-	-	-	-	-	-	-
Building	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Acquisition Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Hard Costs													
Hard Construction Costs	9,075,000	226,875	680,625	680,625	907,500	1,134,375	1,089,000	1,089,000	907,500	680,625	272,250	226,875	226,875
Site Work	1,000,000	25,000	75,000	75,000	100,000	125,000	120,000	120,000	100,000	75,000	30,000	25,000	25,000
General Requirements	544,500	13,613	40,838	40,838	54,450	68,063	65,340	65,340	54,450	40,838	16,335	13,613	13,613
Contractor Overhead	181,500	4,538	13,613	13,613	18,150	22,688	21,780	21,780	18,150	13,613	5,445	4,538	4,538
Contractor Profit	544,500	13,613	40,838	40,838	54,450	68,063	65,340	65,340	54,450	40,838	16,335	13,613	13,613
Contractor Bond Premium			0	0	0	0	0	0	0	0	0	0	0
Contingency	725,000	0	0	217,500	0	0	145,000	0	145,000	0	0	0	0
FF&E	250,000	37,500	-	-	25,000	25,000	-	-	-	-	-	25,000	25,000
Retainage		(28,364)	(85,091)	(85,091)	(113,455)	(141,819)	(136,146)	(68,073)	(63,978)	(42,546)	(17,018)	(14,182)	(14,182)
Total Hard Costs	12,320,500	292,774	765,821	983,321	1,046,095	1,301,369	1,370,314	1,293,387	1,215,573	808,367	323,347	294,456	294,456
Soft Construction Costs													
Architecture Design & Engineering	680,000	470,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Survey & As-Built Survey	25,000	25,000											
Environmental	60,000	60,000											
Soils & Materials Testing/Structural Report	20,000	20,000											
Insurance	60,000	30,000	0								0		
Construction Loan Interest Rate Cap	0	0											
Construction Loan Legal, Due Diligence and Appraisal	48,000	48,000											
Permanent Loan Origination	19,625												
Inspection Fees	35,000		2,692	2,692	2,692	2,692	2,692	2,692	2,692	2,692	2,692	2,692	2,692
Title & Recording	34,000	34,000											
Developer Legal	125,000	100,000											
Accountant and Audit	80,000	40,000											
Appraisal & Market Study	15,000	15,000	0										
Marketing	55,000					11,000	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Rent-up Reserve	200,000												
Soft Cost Contingency	48,503								3,731	3,731	3,731	3,731	3,731
Operating Reserve	581,500												
Replacement Reserve	49,452												
Tax Credit Application Fees	4,000	4,000	0										
Tax Credit Fees (Reservation and Monitoring)	171,700	171,700											
Developer Overhead	488,800	391,040	0	0	0	0	0	0	0	0	0	0	0
Developer Fee	1,466,400	0	0	0	0	0	0	0	0	0	0	0	0
AHA Developer Fee	488,800	0	0	0	0	0	0	0	0	0	0	0	0
Total Soft Construction Costs	5,979,797	2,050,757	18,992	20,627	21,859	32,859	27,359	30,014	38,934	44,162	47,714	49,260	50,692
Total Development Costs	18,300,297	2,343,531	784,813	1,003,948	1,067,954	1,334,228	1,397,673	1,323,401	1,254,507	852,528	371,061	343,716	345,148
Loan Repayment	10,925,000									0			
Total Project Uses	29,225,297	2,343,531	784,813	1,003,948	1,067,954	1,334,228	1,397,673	1,323,401	1,254,507	852,528	371,061	343,716	345,148
Constr. Sources of Funds	% Equity pay-in	24%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Investor Disbursement/Draws	8,599,320	1,719,864	-	-	-	-	-	-	-	-	-	-	-
Investor Balance Available	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Construction Loan Disbursement	# 10,925,000	311,833	392,406	295,760	-	-	637,267	1,245,416	1,254,507	852,528	371,061	343,716	345,148
AHA Disbursement	# 5,170,000	311,833	392,406	708,188	1,067,954	1,334,228	760,406	77,985					
Deferred Developers Fee	605,977												
Permanent Sources													
Interest Earnings													
Deferred Developers Fee													
Total Project Sources	29,225,297	2,343,531	784,813	1,003,948	1,067,954	1,334,228	1,397,673	1,323,401	1,254,507	852,528	371,061	343,716	345,148
AHA Potential Eligible Costs	5,170,000	1,544,724	784,813	1,003,948	1,067,954	1,334,228	1,355,391	594,985	517,000	517,000	371,061	343,716	345,148
AHA Loan Disbursement		311,833	392,406	708,188	1,067,954	1,334,228	760,406	77,985	-	-	-	-	-
AHA Loan Balance Start Month		5,170,000	4,858,167	4,465,760	3,757,572	2,689,619	1,355,391	594,985	517,000	517,000	517,000	517,000	517,000
AHA Disbursements for Eligible Costs Only		Yes											
AHA Cumulative Loan Balance		311,833	704,240	1,412,428	2,480,381	3,814,609	4,575,015	4,653,000	4,653,000	4,653,000	4,653,000	4,653,000	4,653,000
Projected Construction Interest Due Based on Draw Schedule		-	1,299	2,934	4,167	4,167	4,167	6,822	12,011	17,238	20,790	22,337	23,769
Cumulative Bank Construction Loan Balance		311,833	704,240	1,000,000	1,000,000	1,000,000	1,637,267	2,882,683	4,137,190	4,989,719	5,360,779	5,704,495	6,049,643

Applicant PHA/Grantee: Housing Authority of New Orleans
 Grant Name, if applicable: 0
 Phase/Project Number & Name: St. Bernard Phase III
 PIC Development Number: [enter the new AMP-format development number]

Date Prepared: 17-Dec-10

Flow of Funds Analysis	Starting Balance	% of Construction Costs Completed										Ending Balance
		2.50%	8.00%	0.00%	0.00%						100%	
		Draw12	Draw13	Draw14	Draw15	Draw16	Draw17	Draw18	Draw20	Draw21	Draw22	
		Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	
Uses of Funds												
Acquisition Costs												
Land	-	-	-	-	-	-	-	-	-	-	-	0
Building	-	-	-	-	-	-	-	-	-	-	-	0
Total Acquisition Costs	0	0	0	0	0	0	0	0	0	0	0	0
Hard Costs												
Hard Construction Costs	9,075,000	226,875	726,000	0								0
Site Work	1,000,000	25,000	80,000	0								0
General Requirements	544,500	13,613	43,560	0								0
Contractor Overhead	181,500	4,538	14,520	0								0
Contractor Profit	544,500	13,613	43,560	0								0
Contractor Bond Premium												0
Contingency	725,000	0	0	0	217,500							0
FF&E	250,000	25,000	37,500	50,000	0	0	0					0
Retainage		(14,182)	(45,382)	869,508	0							0
Total Hard Costs	12,320,500	294,456	899,758	919,508	0	217,500	0	0	0	0	0	0
Soft Construction Costs												
Architecture Design & Engineering	680,000	15,000	30,000	0	0	0	0	0	0			0
Survey & As-Built Survey	25,000											0
Environmental	60,000											0
Soils & Materials Testing/Structural Report	20,000											0
Insurance	60,000	30,000										0
Construction Loan Interest Rate Cap	0											0
Construction Loan Legal, Due Diligence and Appraisal	48,000											0
Permanent Loan Origination	19,625								19,625			0
Inspection Fees	35,000	2,692	2,692									0
Title & Recording	34,000								0		0	0
Developer Legal	125,000								25,000			0
Accountant and Audit	80,000	0	40,000									0
Appraisal & Market Study	15,000											0
Marketing	55,000	5,500										0
Rent-up Reserve	200,000		33,333	33,333	33,333	33,333	33,333	33,333			0	0
Soft Cost Contingency	48,503	3,731	3,731	3,731	3,731	3,731	3,731	3,731	3,731			0
Operating Reserve	581,500	0					0		581,500	0		0
Replacement Reserve	49,452								49,452			0
Tax Credit Application Fees	4,000											0
Tax Credit Fees (Reservation and Monitoring)	171,700			0	0	0	0	0	0	0		0
Developer Overhead	488,800	41,396	56,364	0	0	0	0	0	0	0		0
Developer Fee	1,466,400	0	0	0	0	0	0	0	1,466,400	0		0
AHA Developer Fee	488,800	0	0	0	0	0	0	0	488,800	0		0
Total Soft Construction Costs	5,979,797	154,526	191,327	62,271	62,271	62,271	37,064	37,064	2,939,773	0	0	0
Total Development Costs	18,300,297	448,982	1,091,085	981,779	62,271	279,771	37,064	37,064	2,939,773	0	0	18,300,297
Loan Repayment	10,925,000					10,925,000		0	0			10,925,000
Total Project Uses	29,225,297	448,982	1,091,085	981,779	62,271	11,204,771	37,064	37,064	2,939,773	-	-	29,225,297
Constr. Sources of Funds	% Equity pay-in	36%	0%	0%	0%	42%	0%	0.0%	18.0%	0%	0%	Ending Balance
Investor Disbursement/Draws	8,599,320	448,982	1,091,085	464,779	62,271	2,404,413	37,064	37,064	2,333,796	-	-	8,599,320
Investor Balance Available	-	2,130,814	1,039,729	574,950	512,678	1,118,027	1,080,963	1,043,898	-	-	-	-
Bank Construction Loan Disbursement	# 10,925,000	-	-	-	-	4,875,357	-	-	-	-	-	10,925,000
AHA Disbursement	# 5,170,000	-	-	517,000	-	-	-	-	-	-	-	5,170,000
Deferred Developers Fee	605,977	-	-	(0)	-	-	-	(0)	605,977	-	-	605,977
Permanent Sources												
Interest Earnings												-
Deferred Developers Fee												-
Total Project Sources	29,225,297	448,982	1,091,085	981,779	62,271	11,204,771	37,064	37,064	2,939,773	-	-	29,225,297
AHA Potential Eligible Costs	5,170,000	407,586	517,000	517,000	-	-	-	-	-	-	-	11,221,551
AHA Loan Disbursement	-	-	-	517,000	-	-	-	-	-	-	-	5,170,000
AHA Loan Balance Start Month	517,000	517,000	517,000	517,000	-	-	-	-	-	-	-	-
AHA Disbursements for Eligible Costs Only	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	-
AHA Cumulative Loan Balance	4,653,000	4,653,000	5,170,000	5,170,000	5,170,000	5,170,000	5,170,000	5,170,000	5,170,000	5,170,000	5,170,000	-
Projected Construction Interest Due Based on Draw Schedule		25,207	25,207	25,207	25,207	25,207	-	-	-	-	-	245,735
Cumulative Bank Construction Loan Balance		6,049,643	6,049,643	6,049,643	6,049,643	-	-	-	-	-	-	-

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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
=====

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.



CHEBOYGAN HOUSING COMMISSION

659 Cuyler Street, PO Box 5069, Cheboygan MI 49721 | p. 231.627.7189 | f. 231.627.5772 | e. cheboyganhousing@gmail.com

REQUEST FOR PROPOSALS RESPONSE COVER SHEET

Response to RFP #: _____

Response due date: _____ Submission Date: _____

Name of business/firm: _____

Federal Tax ID Number: _____

DUNS Number: _____

SCC Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Direct Contact Name: _____

Email: _____

CERTIFICATION:

In signing below, the respondent certifies to be an authorized agent of the business/firm submitting response and that the request has been read in its entirety, understands and agrees to all terms, conditions and requirements as stated in the scope of work and in the request.

Print Name

Title

SIGNATURE

Date



CHEBOYGAN HOUSING COMMISSION

659 Cuyler Street, PO Box 5069, Cheboygan MI 49721 | p. 231.627.7189 | f. 231.627.5772 | e. cheboyganhousing@gmail.com

FORM – PHA Agent Acceptance of Confidentiality Agreement



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to understand this form please notify our management office. Language services available upon request.

ACCEPTANCE OF CONFIDENTIALITY AGREEMENT

(to be completed by all employees, board members, contractors and other that may have access to PII)

DEFINITIONS

As used in this Notice, the following terms are defined as:

Personally Identifiable Information (PII) – Defined in OMB M-07-16 as “information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver’s license numbers, medical records, and financial account numbers such as credit or debit card numbers.

PURPOSE

(see NOTICE PIH-2015-06)

The public housing agency (PHA) is responsible for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. HUD is committed to protecting the privacy of individuals’ information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third party business partners, including Public Housing Authorities, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

AGREEMENT

The Employee, Board Member, Contractor or other agent agrees to Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act as spelled out in 24 C.F.R. 5.212

In signing below, I certify my understanding of Cheboygan Housing Commission expectations and practices in protecting client and employee Personally Identifying Information and agree to comply with all related policies and procedures.

PRINT NAME _____

Signature

Date



CHEBOYGAN HOUSING COMMISSION

Commissioners: Richard Cartmill, Randy Elliott, Terrence Keating, Constance Rieger, Dorene Stempky
Director: Catherine Schulz



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority at 231.627.7189 or cheboyganhousing@gmail.com

VENDOR CERTIFICATION & RELEASE OF INFORMATION

In signing below I certify on behalf of the bidding agency that I have reviewed potential conflicts of interest as stated on page 2 of HUD form 5369-C provided with the bid packet. Additionally, I give the Cheboygan Housing Commission permission to contact the previous clients and/or references listed below to verify information provided in the response to bid and to inquire of potential conflicts.

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Submitted By (print name): _____
On behalf of company submitting bid: _____

Signature: _____ Date: _____

MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY

INDEPENDENT CONTRACTOR WORKSHEET

TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Policyholder Name form is being filled out for: _____

Subcontractor Name: _____

Doing Business As (DBA): _____

If DBA is filed, attach a copy.

1. I operate as a Sole Proprietor Partnership Corporation Limited Liability Company

Note: If indicating Partnership, Corporation or Limited Liability Company, a **Certificate of Workers' Compensation Insurance** or a properly filed **Form BWC-337** must be submitted.

2. The type of work I perform can be described as: _____

3. I hire employees or casual laborers to complete work for the named policyholder:

Yes _____ Number hired (Attach Certificate of Worker's Compensation Insurance)

No Form 1040 SCHEDULE C (Profit or Loss from Business) may be provided as verification.

4. I hire subcontractors to complete work for the named policyholder: Yes No

If yes, additional information may be required

5. I have General Liability coverage: Yes No

If yes, a Certificate of General Liability Insurance is required.

6. ~~To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the past twelve months.~~

	NAME	CITY	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.

Signed: _____ Date: _____
(Independent Contractor)

Phone Number: _____ Email Address: _____
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.

GLOSSARY OF TERMS

Acceptance – The act of an authorized representative of the CHC acknowledging that the supplies or services delivered to or received by the CHC conform to contract requirements.

Amendment – A written revision made to a solicitation.

American Recovery and Reinvestment Act of 2009

This statute became effective on February 17, 2009. This legislation includes a \$4 Billion appropriation of Capital Funds to carry out capital and management activities for public housing agencies, as authorized under section 9 of the United States Housing Act of 1937. The Recovery Act requires that \$3 Billion of these funds be distributed as formula funds and the remaining \$1 Billion be distributed through a competitive process.

Annual Contributions Contract (ACC) – A contract between HUD and the CHC setting forth requirements for the operation and development of Public Housing.

Architect/Engineer (A/E) – A licensed person (or company) usually responsible for developing the plans and specifications of a building or development and, in some cases, supervising the construction effort.

Bid – In the sealed bidding method of procurement, this is the price submitted by a bidder.

Bidder's List – General list of persons or firms who may be interested in submitting bids in response to an Invitation for Bid and in contracting opportunities with the CHC.

Bonding (Bid Bonds) – A bid bond or guarantee ensures that, if awarded the contract, the bidder will accept and perform the work under the contract; ensures the bidder will not attempt to withdraw or otherwise not fulfill the contract; and ensures the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee.

Bonding (Performance Bonds) – A performance bond ensures the contract is successfully completed. The performance bond also ensures that if a contractor is unable to complete the contract, the surety company, which issues the bond, will step in to complete the work. In the case of a letter of credit or cash escrow, CHC may use these funds to complete the contract work.

Bonding (Payment Bonds) – A payment bond ensures the contractor pays the subcontractors and suppliers. The CHC will allow the performance bond and the payment bond to be combined.

Change Order – Modification to the contract that is a unilateral action taken by the CHC Contracting Officer or designee within the scope of the contract to modify the drawings, design, specifications, method of shipping or packaging, place of inspection, delivery, acceptance, or other such contractual requirement.

Competitive Proposals – Method of procurement used when small purchases and sealed bidding methods are not appropriate. The CHC solicits proposals which allows for the selection and award of contracts based on technical considerations and the negotiation of price/cost by using either a Request for Proposal (RFP) or an Request for Qualifications (RFQ) *See definitions of each type of competitive proposal.*

Competitive Range – The range of scores of proposals submitted in response to a RFP that, after technical evaluation by the CHC's evaluation panel and considering price, have a reasonable chance of receiving the award.

Conflict of Interest – A real or apparent participation in the selection, award, or administration of a contract that results in personal gain.

Contract – A mutually binding legal relationship obligating the seller to furnish the supplies, services, or construction and the CHC to pay for the supplies, services, or construction. Contracts include all types of commitments that obligate the CHC to expend funds and, except as otherwise authorized, are in writing.

Contract Administration – All the actions taken with regard to a contract after its award. Administration includes monitoring the contractor's performance to ensure compliance with the contract requirements, terms, and conditions.

Contract Modification – Any written alteration to the specifications, delivery point, date of delivery, contract period, price, quantity, or other clause, of an existing contract.

Contracting Officer – The Executive Director or an official of CHC, officially delegated in writing, to enter into and / or administer contracts and make related determinations and findings.

Cost Analysis – An evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total proposal to determine if they are reasonable, allowable and directly related to the requirement. Cost analysis is required whenever there is no price competition.

Cost Reimbursement Contract – Contract in which the CHC and the contractor agree on an estimate of contract costs. Under this type of contract, the CHC agrees to reimburse the contractor for reasonable, allowable, and allocable costs necessary to complete the work. Also, an additional fee is usually paid to the contractor over and above the costs incurred.

Cure Notice – A document originating by the CHC Contracting Office or designee sent to the contractor stating the contract may be terminated unless performance is corrected within a specified number of days.

Expedited Purchases – A method of purchasing made with a Procurement Card. This type of Procurement shall not exceed \$300.

Emergency – An emergency condition is an immediate threat to health and safety of the residents or employees of the CHC.

Exigent Condition – An exigent condition is a situation or condition requiring immediate aid or action. Only the Executive Director or designee has the authority to declare an exigent condition.

Firm Fixed Price Contract – A contract pricing arrangement under which the price is not subject to change or adjustment based on the cost experience of the contractor in performance of the contract.

Independent Cost Estimate (ICE) – An estimate obtained or developed by the CHC prior to obtaining offers.

Inspection – The examination and/or testing of supplies and services to determine whether they conform to the contract requirements.

Intergovernmental Agreement – An agreement between the CHC and a Federal, State, or local government agency (including other Public Housing Agencies) for the provision of procuring supplies or services. For the purpose of this Policy, the terms Cooperative Agreement, Intergovernmental Agreement, Interagency Agreement, Consortium Agreement, or Memorandum of Agreement are interchangeable.

Invitation for Bids (IFB) – Solicitation type used under the sealed bidding method of procurement.

Micro-Purchasing – A method of purchasing above the debit purchasing level of \$300 and below \$2,500. This type of purchasing requires one (1) quote.

Minority Owned Business - A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

Negotiation – Discussions with offerors in the competitive range regarding technical and/or price proposals to award a contract using the competitive proposals or

noncompetitive proposals method of procurement or when issuing modifications to existing contracts.

Noncompetitive Proposals – The method of procurement in which proposals are solicited from only one source because award of a contract is not feasible under the small purchase procedure, sealed bids or competitive procedure as a result of: 1) the item or service is available only from a single source; 2) public exigency or emergency will not allow enough time for a competitive procurement; 3) inadequate response to a competitive solicitation; or 4) HUD approves the use of noncompetitive proposals. The method is also known as “sole source”.

Offer – A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract.

Offeror – The general term for the entity that submits a response to a solicitation.

Price Analysis – The evaluation of a proposed price (bottom line) for reasonableness, without evaluating the separate elements of cost.

Procurement - The term “procurement,” includes the procuring, purchasing, leasing, or renting of: 1) goods, supplies, equipment, and materials; 2) construction and maintenance; 3) consultant services; 4) Architectural and Engineering (A/E) services; 5) Social Services; and 6) other services. The term Procurement also includes selling, including concessions and disposal of surplus material and equipment.

Proposal – The offer submitted by a potential contractor in the competitive or noncompetitive proposals type of procurement.

Qualifications Based Selection (QBS) – A form of procurement of Architect/Engineering (A/E) or development services by competitive proposals in which proposals in which price is not requested in the Request for Qualifications (RFQ) or used as an evaluation factor.

Quotation – The price or cost submitted by a vendor in the small purchase procedures method of procurement.

Request for Proposal (RFP) – Solicitation method used under both the competitive and noncompetitive methods of procurement. Proposal evaluation and contractor selection are based on the evaluation criteria and factors, including price, for award as stated in the RFP. Contract award is based on the best approach to the requirements of the statement of work resulting in the greatest benefit to the CHC, price and other factors considered.

Request for Qualifications (RFQ) – Solicitation method used under the competitive and non-competitive methods of procurement. Evaluation and contractor selection are based on the evaluation criteria for award as stated in the RFQ. Price is not obtained

until the highest ranking firm(s) is selected based on qualifications and negotiations for a fair and reasonable price have started.

Resident Owned Business – A resident owned business is any business concern that is owned and controlled by public housing residents.

Responsible Bidder – A bidder who is: 1) able to comply with the required or proposed delivery or performance schedule; 2) has a satisfactory performance record; 3) has a satisfactory record of integrity and business ethics; 4) has the necessary organization and operational skills, or the ability to obtain them; 5) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and 6) is otherwise qualified and eligible to receive an award under applicable laws and regulations (including the fact the bidder is not suspended, debarred or under a HUD or CHC imposed Limited Denial or Participation).

Responsive Bid – A bid that conforms to the requirements in the Invitation for Bids (IFB).

Sanctions – Measures that may be evoked by the CHC or HUD to exclude or disqualify contractors, CHC staff or agents acting on behalf of the CHC from participation in HUD programs (such as limited denial of participation or debarment), or measures the CHC may take regarding employees, officers, agents, or others who violate the ethical standards of the Procurement Policy (such as dismissal, reassignment, removal from position, etc.).

Sealed Bidding – A method of procurement inviting sealed bids. This method requires: 1) specifications that are clear, accurate, and complete; 2) a public bid opening; and 3) evaluation of bids and award of the contract based on the lowest price submitted by a responsive and responsible contractor. Sealed bidding is the preferred method for construction.

Section 3 Business - A “Section 3 business concern” is defined under 24 CFR Part 135.

Show Cause Letter – A document sent by the Contracting Officer or designee notifying a defaulting contractor that the contract may be terminated for default unless the contractor can provide adequate justification for not terminating within a specified time period (usually 10 days).

Small Business - A small business is defined as a business that is: 1) independently owned; 2) not dominant in its field of operation; and 3) not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 should be used to determine business size.

Small Purchase Procedure – A simplified method for acquiring supplies, materials, and services (including construction) that do not exceed the CHC threshold of \$100,000.

Solicitation – The general term for the CHC's request for offers from potential offerors.

Specifications or Scope – Description of the technical requirements of a solicitation or resulting contract.

Statement of Work (SOW) – Written description of work to be performed that establishes the standards sought for the supplies or services furnished under the contract; typically used for service contracts.

Termination for Cause – Termination of a contract by the CHC on a unilateral basis when the contractor fails to perform, fails to make progress so as to endanger performance, or commits a default as specified in the contract.

Termination for Convenience – Termination of a contract by the CHC on a unilateral basis when the product or service is no longer needed or when it is in the best interest of the CHC.

Vendor List – List of persons interested in or qualified to do business with the CHC.

Women Business Enterprise - Women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

RFP PROJECT BASED VOUCHERS

ATTACHMENT E | Roles & Responsibilities Checklist

PHA RESPONSIBILITIES	DEVELOPER RESPONSIBILITIES
<p>Note that this list is not intended to be all inclusive. The housing authority will participate in all repositioning and redevelopment activities at the request of the repositioning and redevelopment partner to the extent it is able and determines to be appropriate.</p> <p>The Cheboygan Housing Commission will:</p> <p>Engage qualified developers and/or housing providers to implement PBV program.</p> <p>Uphold the PHA's Mission, state and local law, applicable HUD Guidance and 24 CFR.</p> <p>Communicate with the HUD Regional Field Office.</p> <p>Participate, at the request of the developer/housing provider, in project design and decision making as it relates to resident and community impact.</p> <p>Participate, at the request of the developer/housing provider, in project design and decision making as it relates to feasibility of physical design considering climate, neighborhood, 504 compliance, functionality of units and properties, and other factors.</p> <p>Participate, at the request of the developer/housing provider, in project design and decision making as it relates to management of new development, supportive services and supports available to community members/general public.</p> <p>Communicate with the City of Cheboygan and Cheboygan County as needed at the request of the developer/housing provider.</p> <p>At the request of the developer/housing provider, assist with ongoing communication with tenants, members of the community, local boards and other leadership.</p> <p>Participate, at the request of the developer/housing provider, in application process for additional grants or financing including but not limited to Low Income Housing Tax Credits.</p> <p>Provide, at the request of the developer/housing provider, data, historic and other information to</p>	<p>Developers are required to comply with all Federal regulations, local policies established as regulatory measures within the PHA's jurisdiction and Federal requirements including but not limited to those referenced in this document.</p> <p>Developers are encouraged to disclose any of the following events and actions taken to satisfy incidents of funding and/or program non-compliance. Failure to disclose any of the following my result in determination that the applicant/project is ineligible.</p> <p>Expected disclosures include:</p> <ol style="list-style-type: none"> 1. Removal or withdrawal under threat of removal as a general partner in an affordable housing project. 2. Failure to comply with prevailing wage/Davis-Bacon wage requirements, including non-reporting. 3. Failure to correct overcharging of rent more than 3 months after public agency's issuance of notice of noncompliance. 4. Use of operating or replacement reserve funds for publicly-subsidized projects in a manner contrary to program requirements, or failure to deposit or maintain reserve funds as required by the public agency. 5. Failure to provide promised supportive services to a special needs population or tenants of a publicly-funded project. 6. Failure to seek required public funder approvals for actions under loan documents, such as approval of transfers. 7. Other significant violations of the requirements of public agency programs such as: the failure to adequately maintain the books and records thereof; failure to adequately maintain an affordable housing property; failure to ensure income eligibility compliance; etc. 8. Notice of noncompliance issued by the public funder for other reasons.

RFP PROJECT BASED VOUCHERS

ATTACHMENT E | Roles & Responsibilities Checklist

PHA RESPONSIBILITIES	DEVELOPER RESPONSIBILITIES
<p>assist in application for funding to support redevelopment project as needed.</p> <p>Provide, at the request of the developer/housing provider, current and historic operating costs to assist in development of operating budget for new development(s).</p> <p>Provide, at the request of the developer/housing provider, resources to support compliance with Davis-Bacon, Section 3 and other federally required labor-related policies and practices as applicable.</p> <p>At the request of the developer/housing provider, assist with design, 504 compliance, construction plans and procedures and quality control of new development as needed.</p> <p>At the request of the developer/housing provider, help to coordinate existing community and supportive services and determine needs for enhancement of local services and networks.</p> <p>At the request of the developer/housing provider, help to market housing and services to housing authority clients, the community and partner agencies in the region.</p> <p>Allocate project based vouchers according to terms of accepted proposal.</p> <p>Development and management of Wait List for PBV units at new development.</p> <p>Assist with Leasing units.</p>	<p>Additionally, the following conduct of development work is required:</p> <p>1. Labor Standards [24 CFR 983.154(b)]</p> <p>If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner’s contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.</p> <p>The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.</p> <p>2. Equal Opportunity [24 CFR 983.154(c)]</p> <p>The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.</p> <p>3. Owner Disclosure [24 CFR 983.154(d) and (e)]</p> <p>The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.</p> <p>The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.</p>